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ABSTRACT

The collective bargaining agreement between Monmouth College and the Monmouth College Faculty Association covering the period July 1, 1983-June 30, 1985 is presented. The 130 member chapter is affiliated with the American Association of University Professors (AAUP). Items covered in the agreement include: recognition of AAUP; academic rank; equal employment, affirmative action, and nondiscrimination; academic freedom; procedures in regard to initial appointment, continuance, tenure, and promotion; dismissal for adequate cause; grievance and arbitration; faculty reduction; teaching load, scheduling, research, consulting, and off-campus activities; salary, compensation for summer school and for small classes; hospital and medical insurance; disability insurance; group life insurance; retirement plan; tuition benefits; grants-in-aid-of-creativity; mini-sabbatical grant program; travel allowances; faculty improvement fund loans; course load reductions; leaves of absence without pay; sabbatical leaves; dues deduction; personnel files; association rights, privileges, and obligations; management prerogative; and no strike clause. Appendices include a 1983-1985 salary schedule and letters of understanding concerning tenure, retirement, retraining, faculty career change; reassignment, incentive pay and travel schedules. (SW)

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AGREEMENT

between

MONMOUTH COLLEGE

and the

FACULTY ASSOCIATION OF

MONMOUTH COLLEGE

July 1, 1983 - June 30, 1985

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PREFACE

Monmouth College is a private, non-profit, non-sectarian, co-educational institution of higher education; and,

Monmouth College has as its purpose the offering of a broad program of education and service related to the needs of individual students and to problems of local, state, national, and international significance; and,

Monmouth College in a continuing effort shall strive for greater excellence and to widen liberal arts based educational opportunities, at both the undergraduate and graduate levels, to meet in the best possible way the educational needs of its students.

AGREEMENT

THIS AGREEMENT is made and entered into as of November 16 1983 by and between MONMOUTH COLLEGE, West Long Branch, New Jersey, (hereinafter referred to as "The College") a non-profit corporation of the State of New Jersey; and THE FACULTY ASSOCIATION OF MONMOUTH COLLEGE, INC., Box 175, Deal, New Jersey, an affiliate of the American Association of University Professors, (hereinafter referred to as "the Association") a non-profit corporation of the State of New Jersey.

ARTICLE I - RECOGNITION

A. The Faculty Association of Monmouth College, Inc. is recognized as the exclusive collective bargaining representative of all full-time faculty members in the unit described below for the purpose of collective bargaining with respect to salaries and other conditions of employment.

B. The Unit covered by this Agreement as defined in the "Certification of Representative" issued by the National Labor Relations Board on February 1, 1971, in Case No. 22-RM-334 consists of:

> "All professors, associate professors, assistant professors, professional librarians and instructors employed at the employer's West Long Branch location, excluding guards and supervisors as defined in the Act, and all other employees."

C. Among those not covered by this Agreement and not represented by the Association are part-time faculty, graduate assistants, visiting faculty, the head librarian, department chairpersons, assistant deans, associate deans, deans, vice presidents, the provost, and the president of the College.

D. Employees in the unit covered by this Agreement may be referred to as "Faculty" or "Faculty Members" hereinafter.

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ARTICLE II - ACADEMIC RANK

Appointment to the faculty of Monmouth College represents recognition of educational attainment, scholarly accomplishments, and evidence of the abilty to communicate with and motivate individuals to learn. The faculty rank designations represent cumulative accomplishments and increased teaching competence, scholarship as reflected in degrees and certifications earned from institutions of recognized quality particularly at the graduate level, honors won, scholarly and professional accomplishment, educational leadership, intellectual breadth, and creativity, all of which will stand the test of peer and collegial judgment within the institution and the test of the relevant general academic and professional standards.

A. Ranks for full-time faculty members are Professor, Associate Professor, Assistant Professor, and Instructor. The minimum qualifications for the various ranks are as described below. Fulfillment of the minimum qualifications for the rank shall not guarantee appointment to that rank.

B. Librarians shall hold faculty rank plus the title of Librarian, Associate Librarian, Assistant Librarian, Instructor Librarian, respectively. The minimum requirements for academic ranks for Librarians shall be as designated for all academic ranks.

C. Minimum Qualifications for Ranks:

(1) Instructor:

a. An earned Master's degree, or its equivalent, in the appropriate discipline, or progress more than equivalent to a Master's degree in an approved doctoral program in the appropriate discipline, and

b. Demonstrated potential for effective teaching (or librarianship at a college library) as attested to by those able to render judgements on the candidate's ability to communicate with and to relate to others; or successful teaching experience.

(2) Assistant Professor:

For promotion to or appointment to the rank of Assistant Professor,

a. The qualifications for appointment as Instructor, and

b. An earned doctorate or professional degree, or the highest degree normally required for teaching at a senior college in the field, and

c. Demonstrated effectiveness as a teacher, or substantial promise of such effectiveness, both in the classroom and in the guidance of students, and

d. Ability to work constructively with members of the College community, and

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e. In the case of promotion to this rank, evidence of participation in College affairs, at least at the department level, and

f. Demonstrated capacity for professional growth and accomplishment, and

g. Demonstrated competence in scholarly or creative work.

(3) Associate Professor:

For promotion to or appointment to the rank of Associate Professor,

a. The qualifications for appointment as Assistant Professor, and

b. A high degree of teaching proficiency and of concern for the welfare of students, and

c. In the case of promotion to this rank, evidence of substantial service beyond the department, especially in college activities, and

d. Evident professional growth and accomplishments beyond the earned doctorate or equivalent, or in those fields in which the doctorate is not normally considered the terminal degree evident professional growth and accomplishments beyond that terminal degree.

(4) Professor:

For promotion to or appointment to the rank of Professor,

a. The qualifications for appointment as Associate Professor, and

b. A clearly recognizable record of teaching proficiency and of concern for the welfare of students, and

c. A set of cumulative accomplishments which demonstrate high accomplishments within the college, sound judgment and creativity, intellectual breadth and leadership, and a mature record of professional advancement, and

d. A record of distinguished scholarly, educational, or creative achievement.

D. An Assistant Professor or an Associate Professor in a special field in which the earned doctorate is not the recognized terminal degree (including, but not limited to, Art, Music, & Library Science) who has exceptional qualifications, significant training or other professional experience or achievements in the field of specialization is eligible for a higher rank.

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E. A faculty member or prospective faculty member who has exceptional qualifications, and achievements or experience deemed by both appropriate peers and the college equivalent in quality to the academic ranks outlined above is eligible for appointment or promotion to a higher rank.

F. Years in rank: The guidelines suggested below for years in rank are not to be construed as suggesting automatic promotion or as being restrictive of the recognition of unusual scholarly and professional attainment. For the rank of Associate Professor, it is expected that five years at the Assistant Professor level or equivalent is an appropriate minimum. For the rank of Professor, it is expected that eight years at the Associate Professor level or equivalent is an appropriate minimum.

G. It is recognized that each candidate for appointment or promotion shall be evaluated on the basis of foregoing criteria within the context of the particular discipline, department, school and college. In all cases, teaching competence shall take priority in the evaluation processes. Further, evaluations of a faculty member's performance will be based on demonstrated teaching effectiveness, credentials, demonstrated ability to communicate with and concern for the welfare of students, ability to work constructively with colleagues throughout the college community, and professional growth and accomplishments in that order.

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ARTICLE III. EQUAL EMPLOYMENT, AFFIRMATIVE ACTION, NON-DISCRIMINATION

The parties to this Agreement agree to cooperate in the implementation of College policy as reaffirmed by the Board of Trustees as follows:

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

BE IT RESOLVED, that the Monmouth College Board of Trustees reaffirms its policy to implement affirmatively equal opportunity to all qualified employees and applicants for employment without regard to race, creed, color, sex, national origin or age not in violation of applicable law, and positive action shall be taken to ensure the fulfillment of this policy. This obligation includes:

Hiring, placement, upgrading, transfer or demotion;
Recruitment, advertising, or solicitation for employment;
Treatment during employment;
Rates of pay or other forms of compensation;
Selection for training;
Layoff or termination.

This policy of the College is consistent with the requirements and objectives set forth by the Presidential Executive Order 11246.

The objective of the College is to obtain individuals qualified, or trainable for the position by virtue of job related standards of education, training experience and personal qualifications.

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ARTICLE IV. ACADEMIC FREEDOM

Academic freedom means freedom of teaching and research and of extramural (off-campus) activities. Faculty members are entitled to freedom in the classroom in presenting and discussing their subject; they should be careful, however, in their teaching not to introduce and to dwell upon matter, particularly controversial matter, which has no relation to their subject. Free inquiry includes pertinent controversy.

Faculty members are members of a learned profession and representatives of an educational institution. They should be aware that when they speak or write as citizens, their special post in the community imposes special obligations particularly since they are free from institutional censorship of, or discipline for, their role as citizens. As persons of learning and as educators they must recognize that the public may judge their profession and their institution by their utterances. They should exercise appropriate restraint, at all times should attempt to be accurate, should show respect for the opinions of others, and should avoid creating the impression that they speak for the College.

No Arbitrary, capricious, or discriminatory restriction or reprisal shall be imposed on any faculty member for participation (or for non-participation) in a non-college activity, whether as a service to the general public or for private remuneration. Any alleged violation of this provision may be subject to the grievance provision herein provided.

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ARTICLE V. PROCEDURES IN REGARD TO INITIAL APPOINTMENT, CONTINUANCE, TENURE, AND PROMOTION

The parties to this Agreement in a mutual effort to foster excellence in liberal arts/professional education recognize the principle of cooperative responsibility in certain aspects of the governance of the College. Although the Board of Trustees and College Officers necessarily bear and reserve the right to manage and govern the College, advice of faculty is herewith formally recognized as a significant input to certain administrative decisions. However, it is expressly recognized that any Committees involved in these processes, when the Committee is functioning in the process, are not agents of the College.

It is College policy to award positions to the best candidate available. In general, appointments, continuance, the grant of tenure, or promotion in rank are all based on accumulated evidence in the following areas: Teaching Effectiveness (as defined in Article XI), Scholarship (construed broadly to mean enrichment of teaching as well as research, publication, artistic creativity and performance, and other forms of tangible creativity), Service (or effectiveness with respect to appropriate non-teaching activities), and possession of appropriate Academic Credentials.

At Monmouth College, all new faculty members can be employed without tenure by the College for a maximum of seven consecutive years according to a sequence of multiple-year contracts (1-1-2-3). The initial appointment shall be for one year, and if renewed, a second appointment shall be for an additional year. During the second year, the faculty member will be considered for continuance on a two-year appointment, or for noncontinuance. Toward the end of the fourth year, the faculty member will be considered for tenure eligibility, and be awarded tenure eligible status and a three year contract, or a one-, two-, or three-year terminal contract to be implemented after completion of the fourth year, or notified of noncontinuance. In the sixth year, a tenure eligible faculty member will be considered for tenure which if granted becomes effective at the end of the sixth year. Any office or committee of this contract may initiate consideration.

A. Initial Appointment - It is College policy to award positions to the best candidate available as noted elsewhere in this Agreement.

Appointment to the Faculty of Monmouth College shall be made by the President of the College, or by the President's designee. The availability of a full-time position shall be ascertained by the Provost, in consultation with the School Dean, the department chairperson, and members of the department. Department chairpersons shall submit theirs and the Departments' recommendations with respect to an initial appointment to the School Dean. In developing the recommendations, views of at least two (but preferably more) upper-class students who are majors in that department should be requested. If the prospective appointee may be teaching significant numbers of majors from other departments, views from at least two (but preferably more) students from each other department should also be requested, as should the views of faculty members from other departments.

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1. Department Chairpersons shall submit simultaneously their own and their Department's recommendations to the Dean of the School and the Provost with respect to the awarding of an initial appointment. In handling emergency situations, the Provost shall consider the use of part-time faculty or the Provost may make a temporary appointment.

2. Initial appointment to the faculty of Monmouth College shall be probationary and for a stipulated period of not more than twelve months for all ranks. Such appointments do not necessarily imply reappointment.

3. With the Letter of Appointment and Acceptance, the appointee shall receive a copy of this Agreement. The Letter of Appointment and Acceptance shall include the following:

a. The dates for which the appointment is effective,
b. The salary,
c. The academic rank,
d. The department, or field(s) of the department, in which the appointee is expected to teach or work.

4. Temporary appointments may be made in order to fill vacancies due to leaves of absence, illness, etc. Such appointment may be made for any period up to twelve months. Temporary appointment constitutes notice of intent not to reappoint, without further notice. Persons on temporary appointment are eligible for subsequent appointment, commencing after the temporary apointment expires. A temporary appointment of less than one year shall not count in the calculation of probationary years prior to attaining tenure.

5. Artist-in-Residence or Scholar-in-Residence appointments of twelve months to a maximum of thirty-six months may be made. These appointments are nonrenewable and holders of such appointments are normally ineligible for subsequent probationary appointments.

6. Within two weeks after commencement of employment, copies of letters of initial appointment shall be sent to the President of the Association.

B. Continuance: Second One-Year Appointment

1. Department Vote. An initial meeting for considering continuance shall be called by the Department Chairperson on or before October 1 at which time a committee consisting of all full-time Department Faculty having at least three years of service to the College, hereinafter referred to as the Committee of the Department, shall be formed. The Committee of the Department shall elect their own chairperson. The Department Chairperson is not a member of this committee, but the committee may consult freely with the Department Chairperson. Continuance on a second one-year appointment shall be recommended by a recorded vote of the Committee of the Department. Voting shall occur no earlier than December 1 nor later than February 1 of the first-year appointment. A favorable vote by a majority of this Departmental group shall constitute a recommendation for continuance on a second one-year appointment; an unfavorable vote constitutes a recommendation for noncontinuance. The candidate, the Chairperson, the School Dean, and the Provost shall be notified in writing of the Departmental recommendation on or before February 1.

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2. Chairperson's recommendation. The Chairperson shall make his/her recommendation to the School Dean and to the Provost on or before February 1. The nature of the recommendation shall be sent to the candidate at this time. Department Chairpersons are not precluded from discussing the contents of said letter of recommendation with the faculty member involved. The Chairperson may use any legal method or source he/she desires in deriving the data upon which to base the recommendation.

3. Dean's recommendation. The School Dean shall make his/her recommendation to the Provost on or before February 15. The nature of the recommendation shall be sent to the candidate at this time.

4. Provost's decision. The Provost shall imform the candidate in writing, of his/her decision on or before March 1, with copies to the Dean and the Department.

5. The candidate may request oral and/or written reasons for the Chairperson's, departmental committee's, and Dean's recommendation and/or the Provost's decision. The candidate may appeal to the Provost a decision based on data considered by the candidate to be erroneous or misleading. (See Section I also.)

6. For the Department of Nursing, the School Personnel Committee shall function in place of the Department for the 1983-84 academic year.

C. Continuance: Two-Year Appointment - During the second year of service, the faculty member will be considered for continuance on a two-year appointment. Recommendations for continuance or non-continuance shall be made to the Provost by the Committee of the Department, by the Department Chairperson, by the School Dean, and by the School Personnel Committee.

1. The Candidate (or those acting in behalf of the faculty member) will submit all appropriate documentation simultaneously to the Committee of the Department, the School Personnel Committee, the Department Chairperson, the the School Dean and the Provost on or before October 1. This information includes, but is not limited to, academic credentials, courses taught and teaching effectiveness, service to the college community, committee activity and contributions thereto, and professional and scholarly activity.

2. Any additional documentation by colleagues, students or other interested parties will be submitted to the Committee of the Department, the Department Chairperson, the School Dean, the School Personnel Committee, and the Provost on or before October 1.

3. The Department Chairperson shall inform the candidate, in writing, of the nature of his/her recommendation on or before October 15, and shall submit his/her recommendation to the School Personnel Committee, the School Dean, and the Provost on or before October 15. Department Chairpersons are not precluded from discussing the contents of said letter of recommendation with the faculty member involved. The Chairperson may use any legal method or source he/she desires in deriving the data upon which to base the recommendation.

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4. The School Dean shall inform the candidate, in writing, of the nature of his/her recommendation and shall submit his/her recommendation to the Provost on or before November 20.

5. No earlier than November 1, and no later than November 20, the School Personnel Committee shall recommend by majority vote either continuance on a two-year appointment, or noncontinuance. Both the candidate and the Provost shall be notified in writing of the School Personnel Committee's recommendation on or before November 20.

6. The Provost shall notify the candidate of his/her decision for continuance or non-continuance on or before December 15, with copies to the Chairperson, the School Personnel Committee, and the Dean.

7. The candidate may request oral and/or written reasons for the Chairperson's, School Personnel Committee's, and the Dean's recommendations and/or the Provost's decision. The candidate may appeal to the Provost a decision based on data considered by the candidate to be erroneous or misleading. (See Section I also.)

D. Continuance: Tenure-Eligible Appointment - During the fourth year of service, the faculty member will be considered for tenure-eligible status to be effective at the conclusion of the fourth year. A faculty member on tenure-eligible status may be given tenure at any time. Ordinarily a person on tenure-eligible status will be seriously considered for tenure during the sixth year of service based upon the recommendations of appropriate committees and offices. Recommendations for either tenure-eligible status, terminal contract (no period specified), or noncontinuance shall be made to the Provost by the Department Chairperson, the School Personnel Committee, the School Dean, and the College Qualifications Committee.

1. The candidate will submit appropriate documentation to the Department Chairperson on or before October 1. The documentation may be amended anytime up to March 15.

2. Any additional documentation by colleagues, students, or other interested parties shall also be submitted on or before October 1 to the Department Chairperson.

3. The Chairperson shall inform the candidate in writing of the nature of his/her recommendation and submit the recommendation to the School Personnel Committee on or before November 1, with copies to the Dean, College Qualifications Committee, and Provost. Department Chairpersons are not precluded from discussing the contents of said letter of recommendation with the faculty member involved. The Chairperson may use any legal method or source he/she desires in deriving the data upon which to base the recommendation.

4. The School Personnel Committee shall inform the candidate in writing, of the nature of its recommendation and submit the recommendation to the College Qualifications Committee on or before December 1, with copies to the Chairperson, the Dean, and the Provost. Recommendations shall be either tenure-eligible contract, terminal contract (no period specified), or noncontinuance.

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5. The School Dean shall inform the candidate in writing of the nature of his/her recommendation and submit the recommendation to the Provost on or before January 1, with copies to the Chairperson, the School Personnel Committee, and College Qualifications Committee.

6. No earlier than January 1, and no later than March 1, the College Qualifications Committee shall, by majority vote, recommend the following: tenure eligible, terminal contract (no period specified), or noncontinuance. The recommendation for tenure eligibility shall be construed to mean that the faculty member is highly qualified in the areas of teaching, scholarship, and service and will be considered for tenure no later than the sixth year of service. A vote for a terminal contract shall indicate that the faculty member has satisfactorily performed and would be expected to continue to do so in the areas of teaching, scholarship and service. A noncontinuance recommendation indicates that the faculty member is unqualified or deficient in the areas of teaching, scholarship and/or service. The College Qualifications Committee shall notify the candidate of the nature of its recommendation, and shall submit its report to the Provost on or before March 1, with copies to the Chairperson, School Personnel Committee, and the Dean. The report of the Committee's recommendation shall be prepared by the majority and shall include a record of the numerical vote. A minority report may be filed by any Committee members, and shall be submitted to the Provost with the majority report.

7. The Provost shall receive and review the written recommendations of the College Qualifications Committee in regards to tenure eligibility provided that these recommendations are received on or before March 1.

8. The Provost shall notify the candidate in writing on or before April 1 of his/her decision to award tenure eligibility status, or a one-, two-, or three-year terminal contract (tenure ineligible status), or noncontinuance, with copies to the Dean, College Qualifications Committee, School Personnel Committee and the Chairperson.

9. If the candidate is awarded a terminal contract for the reason that no tenure positions are available, then this reason must be stated in the letter of notification to the candidate. Under exceptional circumstances leading to the opening of a tenure position in the candidate's department during the period of the terminal contract, the Administration shall consider the candidate for tenure eligible status, after consultation with the Association.

10. The candidate may request oral and/or written reasons for the decision by the Provost and/or the recommendations by the College Qualifications Committee, the School Personnel Committee, the Dean and/or Chairperson. The candidate may appeal decisions by the following process described in Section I of this Article.

E. Tenure - It is the policy of Monmouth College to give recognition to qualified members of its full-time faculty in the professorial ranks by granting them tenure after a prescribed period of meritorious service. No faculty member shall be appointed beyond a stated final term of service to Monmouth College as specified in the appropriate section below unless a formal

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recommendation for the grant of tenure shall have been submitted to and approved by the Board of Trustees. The formal recommendation by the President shall be (1) on an explicit judgment of the faculty member's qualifications as set forth in this Article and elsewhere in this Agreement, which judgment derives from the procedures set forth elsewhere in this Agreement; and (2) in cognizance of the deleterious effects of high percentages of tenured faculty on College, school, and department flexibility, on the retention of younger faculty, and on the recruitment and promotion of women and minority group faculty, and on the development of new programs to meet changing student demands.

The Requirements and Conditions for the Granting of Tenure are as Follows:

1. Tenure shall be defined as that status wherein members of the faculty shall be retained until they shall reach the mandatory retirement age, unless they (1) resign; (2) be terminated on account of the financial exigencies of the College, or on account of change of institutional program as described in Article X; or (3) be dismissed for adequate cause as described in Article VIII.

2. For a faculty member granted tenure, tenure status commences at the beginning of the fiscal year immediately following the year in which the decision was made.

3. Those members of the faculty who presently possess tenure regardless of rank shall retain tenure with all of its rights, privileges, and obligations thereof except as expressly provided elsewhere in this Agreement.

Procedures

At the beginning of each academic year, the Provost will notify the departments, in writing, of the tenure situation, and advise as to the conditions under which tenure could/could not be granted. The faculty member will be considered by the College Qualifications Committee for tenure recommendation during the sixth year of service.

Recommendations for tenure shall be made to the Provost by the College Qualifications Committee, the Department Chairperson, and the School Dean. The School Personnel Committee will make its recommendations to the College Qualifications Committee.

1. The candidate will convey appropriate documentation to the Department Chairperson on or before October 1. The documentation may be amended anytime up to March 15.

2. Any additional documentation by colleagues, students or other interested parties will be submitted by October 1 to the Department Chairperson

3. The Chairperson shall inform the candidate in writing of the nature of his/her recommendation and submit the recommendation to the School Personnel Committee on or before November 1, with copies to the Dean, the College Qualifications Committee, and the Provost. Department Chairpersons are not

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precluded from discussing the contents of said letter of recommendation with the faculty member involved. The Chairperson may use any legal method or source he/she desires in deriving the data upon which to base the recommendation.

4. The School Personnel Committee shall inform the candidate in writing of the nature of its recommendation and submit its recommendation to the College Qualifications Committee on or before December 1, with copies to the Chairperson, the Dean, and the Provost.

5. The School Dean shall inform the candidate in writing of the nature of his/her recommendation and submit the recommendation to the Provost on or before January 1, with copies to the Chairperson, the School Personnel Committee, and the College Qualifications Committee.

6. No earlier than January 1, and no later than March 1, the College Qualifications Committee shall, by majority vote, recommend tenure or non-renewal, and shall notify the candidate in writing of the nature of its recommendation and shall make a report of its recommendation to the Provost on or before March 1. The report of the Committee's recommendation shall be prepared by the majority and shall include a record of the numerical vote. A minority report may be filed by any Committee members, and shall be submitted to the Provost with the majority report.

7. The Provost shall receive and review the written recommendations of the College Qualifications Committee in regards to tenure provided that these recommendations are received on or before March 1.

8. The Provost shall notify the candidate in writing of his/her decision to award tenure or nonrenewal on or before April 1. Tenure status is effective at the conclusion of six years of service.

9. The candidate may request oral and/or written reasons for decisions and/or recommendations by the College Qualifications Committee and/or the Provost. The candidate may appeal decisions following the process described in Section I of this Article.

10. Nothing herein should be construed so as to restrain the free flow of information between recommending parties.

11. The period of a formal leave of absence shall not be calculated in determining consecutive years of service. For the purposes of this Article, any leave of absence of more than one-half semester shall count as full year's leave of absence.

F. Promotion - A faculty member meeting the requirements for academic rank as set forth in Article II may be considered for promotion in rank. Recommendations for promotion shall be made to the Provost by the College Qualifications Committee, the Department Chairperson, and the School Dean. The School Personnel Committee will make its recommendation to the College Qualifications Committee.

1. The candidate will convey appropriate documentation to the Department Chairperson on or before September 15.

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2. Any additional documentation by colleagues, students, or other interested parties will be submitted to the Department Chairperson on or before September 15.

3. The Chairperson shall inform the candidate in writing of the nature of his/her recommendation and submit the recommendation to the School Personnel Committee on or before October 1, with copies to the Dean, the College Qualifications Committee, and the Provost. Department Chairpersons are not precluded from discussing the contents of said letter of recommendation with the faculty member involved. The Chairperson may use any legal method or source he/she desires in deriving the data upon which to base the recommendation.

4. The School Personnel Committee shall inform the candidate in writing of the nature of its recommendation and shall submit the recommendation to the College Qualifications Committee on or before November 1, with copies to the Chairperson, Dean, and Provost.

5. The School Dean shall inform the candidate in writing of the nature of his/her recommendation and shall submit his/her recommendation to the Provost on or before November 15, with copies to the Chairperson, School Personnel Committee, and College Qualifications Committee.

6. The College Qualifications Committee shall notify the candidate in writing of the nature of its recommendation and shall submit its recommendation to the Provost on or before November 15, with copies to the Chairperson, the School Personnel Committee, and the Dean.

7. The Provost shall notify the candidate in writing of his/her decision for promotion or nonpromotion on or before February 1, with copies to the School Dean, College Qualifications Committee, School Personnel Committee, and the Department Chairperson. The promotion decision may also be provided by the Provost at the February meeting of the faculty.

8. The candidate may request oral and/or written reasons for the decision by the Provost and/or the recommendations by the Dean, the College Qualifications Committee and/or the School Personnel Committee. Upon written request made within ten (10) days after notification, such faculty member shall receive in writing the reason for such denial from the President of the College or his designee within ten (10) days of receipt by the College of such request. The candidate may appeal decisions following the process described in Section I of this Article. Nothing herein is to be construed as limiting the right of a faculty member to consult the Provost or other members of the College Administration in reference to a promotion. If one was on the recommended list and was passed over, he/she may also so consult.

9. Nothing herein should be construed so as to restrain the free flow of information between recommending parties.

10. Promotion at Monmouth College from untenured Assistant Professor to Associate Professor shall carry tenure.

11. A negative recommendation by the College Qualifications Committee for promotion shall preclude application for promotion for a hiatus of one year.

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G. School Personnel Committee - Each of the three Schools shall have a School Personnel Committee responsible for review and recommendations to the College and to the College Qualifications Committee, when appropriate, on the following issues: faculty continuance, promotion, tenure, faculty development, grievances, and other issues mutually agreed on by the Association and the Administration. In arriving at their recommendations, it is expected that the School Personnel Committee will consult freely with the School Dean.

1. Membership. In the School of Humanities and Social Sciences, and in the School of Science and Professional Studies, each department (including Library) shall have a representative elected by the full-time faculy of that department; Department Chairpersons may vote in this election, but the School Dean may not. To be eligible for membership on the Committee, a faculty member must be a tenured member of the department. Chairpersons, Deans, and members of the College Qualifications Committee are not eligible. In the case where a department has no tenured faculty, the Department Chairperson may serve ex officio.

In the School of Business Administration, five representatives shall be elected by full-time faculty of the School, three (at least) of whom must be tenured. Nontenured faculty who are not being considered for tenure or promotion are eligible but there may be at most two on the Committee.

2. Elections and Terms of Office. Members of the School Personnel Committee shall be elected in April to two-year terms of office commencing on the following July 1. One-half of the members shall be designated as having one-year terms.

The Committee shall select its Chairperson from its elected membership in a manner of its own choosing. Before July 1, for the Committee shall elect a continuing member to serve as Chairperson pro tem for the initial meeting of the following year.

3. Restrictions. No person serving on the Committee can be considered for promotion while a member of the Committee.

4. Voting and Reporting. Recommendations of the Committee shall be decided by majority vote of the entire Committee. Reports and recommendations shall be prepared by the majority with the numerical vote recorded therein. Minority reports may be submitted and shall accompany the majority report.

H College Qualifications Committee - The College Qualifications Committee shall receive and review written recommendations for continuance (tenure eligibility and tenure) and promotion in rank, and shall send its recommendations to the Provost, and shall notify the candidate of the nature of its recommendation.

1. Qualifications for Membership.

a. Members shall hold the rank of Associate Professor (or Associate Professor-Librarian) or Professor (or Professor-Librarian).

b. Members shall hold tenure at the time of election to the Committee.

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2. Composition and Election.

a. There shall be nine (9) voting members of the College Qualifications Committee selected as follows:

1. One (1) member shall be appointed by the Association.

2. One (1) member shall be appointed by the President or President's designee.

3. One (1) member shall be a joint appointee of the parties.

4. Six (6) members shall be elected with two members from each School.

b. The pattern for elections shall be:

1. First Year (Academic year 1984): the three appointments shall be made.

2. Second Year (Academic year 1985): three members to be elected.

3. Third Year (Academic Year 1986): three members to be elected.

c. There shall be no more than two representatives from any given department as constituted at the time of annual election/appointment, and no more than four members from any School.

d. The Committee shall choose its own chairperson in a manner of its own choosing. One of the continuing members shall serve as chairperson pro tem.

e. Election for and appointment to this committee shall be held or made in May, i.e. at a time determined by the Committee on Committees such that the results appear with the minutes of the May faculty meeting. Any limitations as a result of appointment or continuing membership on the election process shall be ascertained by the chairperson of the extant committee, the President of the Association, and the Provost. Such limitations shall appear on the agenda of the April faculty meeting.

f. The membership of the newly constituted College Qualifications Committee shall appear in the minutes of the May faculty meeting, and shall be reported in writing by the newly elected chairperson to the Provost and the President of the Association on or before May 15.

g. No person serving on the College Qualifications Committee shall be considered by that Committee for promotion while such person is on the Committee.

3. General Procedures in Regard to Continuance (Tenure Eligibility and Tenure) and Promotion in Rank.

a. The College Qualifications Committee shall comply with the scheduled dates and procedures outlined in Sections D, E, and F of this article for receiving documentation and making recommendations. In extraordinary cases where the merits of the candidate are not clear or contradictory information

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exists, deadlines may be extended by mutual agreement of the Provost, the College Qualifications Committee, and the faculty member by no more than six months.

b. The College Qualifications Committee may consult with anyone it desires at any stage of consideration.

c. Reports submitted to the Provost shall be sufficiently detailed and complete so that the views of the College Qualifications Committee are clearly established. Along with the written recommendations, the Committee shall submit:

1. A list of faculty and status for which each has been considered,

2. A list of its recommendations for continuance (tenure eligibility and tenure),

3. A list of its recommendations for promotion.

d. The Provost and the Director of Personnel shall meet with the College Qualifications Committee shortly after its election to discuss which of the department secretaries (of the departments represented on the committee) might best serve the clerical needs of the committee. At this time the Provost and the College Qualifications Committee will endeavor to develop a working relationship which will facilitate exchange of information so that together decisions which best serve the interests of Monmouth College, its faculty, and its students may be reached.

e. It is recognized that the effectiveness of the College Qualifications Committee is influenced by the nature and quality of the data and recommendations based on that data that the Committee receives. The Committee shall have the right to suggest appropriate forms, instruments, and methodologies to be used or followed by faculty members and department chairpersons provided that such are not unacceptable to either party. It is further recognized that material received by the College Qualifications Committee that does not follow these patterns may not be in the faculty member's best interests.

f. Decisions of the College Qualifications Committee shall be by majority. The report or recommendations of the College Qualifications Committee shall be prepared by the majority and the numerical vote recorded therein. A minority report may be filed by any of the members. The minority report shall be submitted with the majority report. In either case, the recommedations and the report shall be sufficiently detailed and complete so the views of the College Qualifications Committee come as close as possible to setting forth a rank ordering of its recommendations in any given category.

I. Process for Appealing Decisions on Tenure-Eligibility, Tenure and Promotion - The President of the College or his/her designee shall make all continuance, tenure-eligible, tenure, and promotion decisions, acting with the aproval of the Board of Trustees, and on its behalf. In arriving at his/her decision in all of these categories, the President or his/her designee shall normally select from the list of recommendations. In arriving at his/her decision, the President or his/her designee may consult with whomever he/she deems appropriate. The President or his/her designee may meet with the College

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Qualifications Committee to discuss the Committee's recommendation on promotion after November 20 and before February 1 and for tenure-eligibility and tenure after March 5 and before April 1; if the President plans to grant tenure eligibility or tenure to a faculty member not in the recommended group, he/she or his/her designee shall meet with the College Qualifications Committee within five (5) working days of March 5. At this meeting, he/she or his/her designee shall give reasons for such action. If after this meeting, the Committee still disagrees with the President's plan, the Committee shall notify the President by March 25 and shall place in writing to the President or his/her designee its reasons for objection on or before three (3) working days before the President must notify the faculty member. If the President still wishes to continue a faculty member or to grant tenure to a faculty member not in the recommended group, and if someone recommended has been passed over, the President shall notify the Committee and the Association. Within (7) days the Association may serve a notice of appeal to the Review Panel with copies to the President and the faculty member (see 5 below). The Review Panel shall decide whether the President had no basis in fact for his/her decision. If the Panel decides that the President's reasons for his/her decision had no basis in fact, the President's action shall be set aside. The Panel may also recommend that the the President consider a substitute from the recommended group. In cases where a faculty member is continued or tenured from outside the recommened group, and whose status is still uncertain, the April 1 notice received by such faculty member shall state that his/her status is being reviewed and is subject to change.

1. Nonrenewal of Tenure-Ineligible Faculty. If a faculty member who is not eligible for tenure receives nonrenewal notice, upon written request within (10) days a conference shall be scheduled with either his/her Department Chairperson or the Provost. At this conference, in order to aid his/her professional growth, the individual shall receive reasons for his/her nonrenewal; but neither the reasons set forth nor the manner in which they are set forth shall be subject to appeal.

. Tenure-Eligible Status.

a. If a faculty member who has been recommended for tenure-eligible status by the College Qualifications Committee is officially notified of nonrenewal, or terminal contract, he/she may, within ten (10) days after receipt of such notice request in writing the reasons for the decision. At the faculty members's request, the College may either schedule a conference at which the reasons will be discussed or provided the reasons in writing. In either case, the College shall provide the reasons for their decision within ten (10) days after receipt of the request. If the faculty member wishes to proceed further, he/she shall provide written notice to the Association and the President of the College within ten (10) days after receipt of the reasons. If the Association concurs with the faculty member, the Association may request a meeting with the President of the College or his/her designee. The Association's written request shall be submitted within five (5) days of the faculty member's notice to proceed. The President of the College or his/her designee shall then schedule and hold a meeting with the faculty member and an Association representative within ten (10) days of the Association's request. If the matter is still in dispute, the Association may serve a written notice of intention to proceed to the Review Panel, provided it is served within five (5) working days of the meeting (see 5 below). The Panel shall decide whether the decision had no basis in fact. The burden of persuasion shall be on the proponent. In the event the proponent's case is sustained, the Panel shall restore the aggrieved

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faculty member to tenure-eligible status.

b. If a faculty member who is not recommended for renewal by the College Qualifications Committee is notified by the College of nonrenewal or terminal contract, then upon written request within ten (10) days, a conference shall be scheduled with either his/her Department Chairperson or the Provost. At this conference, in order to aid his/her professional growth, the individual shall receive reasons for his/her nonrenewal; but neither the reasons set forth nor the manner in which they are set forth shall be subject to approval.

3. Tenure

a. If a faculty member who has been recommended for tenure by the College Qualifications Committee is officially notified of nonrenewal, he/she shall be entitled to the rights and procedure outlined in 2a above.

b. If a faculty member who is not recommended for renewal by the College Qualifications Committee is notified by the College of nonrenewal, then upon written request within ten (10) days, a conference shall be scheduled with either his/her Department Chairperson or the Provost. At this conference, in order to aid his/her professional growth, the individual shall receive reasons for his/her nonrenewal; but neither the reasons set forth nor the manner in which they are set forth shall be subject to appeal.

4. Promotion

a. If the President plans to make a promotion not in the recommended group, he/she shall meet with College Qualifications Committee by January 10, and at this meeting he/she shall give his/her reasons for such action. If after this meeting, the Committee still disagrees with the President's plan, the Committee shall place in writing to the President its reasons for objection on or before January 15. If the President still wishes to promote a faculty member not in the recommended group and if someone recommended has been passed over, the President shall notify the Committee and the Association. The Association may give notice to carry its objections to the Review Panel provided in 5 below. The Review Panel shall decide if the President had no basis in fact for promoting from off the recommended list. If the Panel decides the President had no basis in fact for the promotion, it shall be set aside. The Panel may also direct the President to consider a substitute promotion from the recommended list.

b. Any faculty member recommended by the College Qualifications Committee for promotion, but denied promotion by the President of the College or his/her designee, shall receive written notice of such denial from the President of the College or his/her designee on or before February 1. Written notification shall be provided by the Provost to the College Qualifications Committee, the faculty member, his/her Department Chairperson, and the Dean. Upon written request made within ten (10) days after notification, such faculty member shall receive in writing the reason for such denial from the President of the College or his/her designee within ten (10) days of receipt by the College of such request.

5. Review Panel. The Review Panel as referred to in this Article shall be a committee consisting of four members as follows: two faculty members mutually agreed upon by the parties; one member of the Board of Trustees designated by the Association from a slate of four names proposed by the Board;

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one member of the Board of Trustees designated by the President. A vote of three members of the Panel shall control. The Panel shall be constituted immediately after the signing of this Agreement and shall serve until the next October 1, whereupon a new panel shall be constituted. The proponent has the burden to prove that the President's decision had no basis in fact.

J. When in the opinion of the Provost there is reason to believe that a tenured faculty member's professional performance is unsatisfactory, and after consultation with the Association and the faculty member, the Provost shall appoint a Committee that will undertake a review and evaluation of that faculty member's performance, and shall notify the Department Chairperson and the faculty member of this action in writing.

The composition of the committee will be as follows: Dean of the appropriate School (Chairperson without vote); the President of FAMCO or his/her designee (without vote); two tenured members of the appropriate Department (one to be chosen by the faculty member under review); one tenured faculty member outside the Department within the School and one outside the School (one of the two to be chosen by the faculty member under review); and the Chairperson of the School Personnel Committee.

The Committee shall meet with the Provost to delineate the areas of inquiry. The Committee's first objective would be to confirm or disconfirm the alleged unsatisfactory performance. To this end the Committee may review any materials or consult with any members of the College community.

Upon confirmation of unsatisfactory performance, the Committee shall forward to the Provost its recommendations for action. Majority and minority reports may be submitted. The Committee will meet with the Provost to establish mutually satisfactory performance goals for the faculty member and to set a mutually satisfactory time limit for the attainment by the faculty member of these goals. The faculty member shall be consulted about both the review and evaluation and its scope before the performance goals are finally set forth in writing. The proceedings and recommendations of this Committee shall be confidential.

If the faculty member achieves the stated performance goals within the prescribed time period, the Committee shall so certify to the Provost.

If the faculty member has not met the stated performance goals within the prescribed time period, the Committee shall so certify to the Provost. In such cases, the Committee shall recommend action to the Provost who shall then determine the appropriate action, which may include dismissal, discipline, or other appropriate sanction. If the Provost's decision is that the performance goals have not been met, and if the Provost recommends dismissal of the faculty member, the dismissal procedure (Article VIII, Section B) shall be invoked.

The provisions of this section shall not be construed as a limitation upon the right of the President or his designee to proceed directly to and to use dismissal procedures as provided in this Agreement.

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ARTICLE VIII - DISMISSAL FOR ADEQUATE CAUSE

This Article provides the due process procedure for the dismissal for adequate cause of a tenured faculty member or of a faculty member whose term of appointment has not expired.

A. Adequate Cause - Adequate cause shall include one or more of the following:

1. Serious neglect of professional duty.

2. Professional misconduct.

3. Intentional and substantial disruption of a function of the College. (This shall not apply to a lawful work stoppage not in violation of this Agreement.)

4. Conviction of a felony, high misdemeanor, or a misdemeanor involving moral turpitude.

5. Physical and/or mental incapacity of such a serious nature as to prevent the faculty member from carrying out the usual responsibilities of his/her appointment. Such disability for a period in excess of one semester shall place the burden of proof upon the faculty member seeking to return to employment status at the College.

6. Serious moral turpitude.

7. Professional incompetence.

8. Malicious or irresponsible acts which directly and seriously subvert the rights and welfare of members of the College community and which obviously and seriously discredit the College. In no event shall this section be used to deny a faculty member's academic freedom.

The College bears the burden of proving adequate cause.

B. Procedure - In the computation of time limits, College holidays and weekends shall not be counted.

1. The Provost shall serve a written complaint upon the faculty member with copies to the Association and the President of the College.

2. The charges in the complaint shall be specific and shall summarize the grounds for each charge.

3. All documentary evidence that either party may use will be made available to the opposing party upon request.

4. The faculty member shall have the sole right to choose either a private hearing or a hearing open to the College community. The faculty member shall notify the Provost in writing of the choice of hearing within ten (10) days after the complaint has been served.

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5. At the hearing the faculty member may be represented by an attorney and/or another person of his/her choice. The parties shall be permitted to have an observer at the hearing.

6. The Provost shall appoint a person to present the complaint.

7. The complaint shall be heard by a panel of five (5) tenured faculty members, called Panel A, elected by the faculty at large at a special faculty meeting called by the Provost for that purpose. The election shall be held within thirty (30) days of the service of the complaint except for complaints served during May, June, July, and August when the election shall be held by October 1. The election shall be by written secret ballot from a slate of eight (8) nominees:

Four to be nominated by the College Administration, and

Four to be nominated by the Association.

The nominations shall be recorded in writing each to the other party at least ten (10) days prior to the date of the special faculty meeting. Failure to provide the nominees by the deadline shall result in a Panel A consisting of those four nominees already properly recorded.

8. Panel A shall meet within ten (10) days of the election for organizational purposes and shall schedule future meetings such that the hearings shall be concluded within sixty (60) days of the election.

9. A full stenographic record of the hearing shall be taken and made available upon request to the President of the College, the faculty member, and the Association.

10. Upon an affirmative vote of a majority of the members of Panel A, the Panel shall recommend to the Provost dismissal or other appropriate sanction. The recommendation shall be provided within (10) days of the conclusion of the hearings.

11. The Provost may accept or reject this recommendation within ten (10) days, and shall so notify Panel A, the faculty member, and the Association. The President or his/her designee may file a formal request for arbitration on the Panel's recommendation in accordance with the arbitration provisions of this Agreement.

12. If the Association is not satisfied with the decision of the Provost, it may file a formal request for arbitration in accordance with the arbitration provisions of this Agreement.

C. Until the final decision has been reached upon termination of an appointment which has not expired, the faculty member shall not be suspended or assigned to other duties unless immediate harm to himself/herself or others is threatened by his/her continuance. Before suspending a faculty member, the Provost will inform the Association, and salary will continue during the period of suspension.

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ARTICLE IX - GRIEVANCE AND ARBITRATION

A. A grievance is a claim by a faculty member or by the Association that there has been a breach, misinterpretation, or misapplication of a specific provision of this Agreement.

B. Purpose - The purpose of this procedure is to provide the sole exclusive method for the prompt resolution of grievances arising under this Agreement, except as otherwise specified in this Agreement. Nothing contained herein shall be construed as limiting the right or propriety of a faculty member to discuss matters informally with any appropriate member of the College community.

C. Procedural Regulations

1. A grievance shall be processed as rapidly as possible within the time limits specified. The time limits may be extended by mutual agreement between the parties to this Agreement. In the computation of time limits, College holidays and weekends shall not be counted. Should a grievance be filed after April 1 of any academic year, the time limits shall be reduced wnere practical in an attempt to provide for full processing of said grievance prior to June 1.

2. The grievant may withdraw the grievance at any level, so provided the grievant gives written notice to the parties to this Agreement. If so withdrawn, the specific grievance shall not be presented again by the grievant. However, if the grievance involves a group of faculty members the Association may choose to proceed without the individual grievant provided that other faculty members involved sign the grievance.

3. The Association shall have an Association Grievance Committee whose membership shall be made known to the College by September 15 of each year.

D. Grievance Steps

Step 1: The aggrieved faculty member shall first informally discuss the grievance with the administrator who is the subject of the grievance.

Step 2: If not satisfied, the grievant may prepare the grievance in writing and present it formally to the appropriate administrator within twenty-one (21) days from the occurrence of the act or omission which is the subject of the grievance. The grievance shall be signed by the grievant and shall set forth a brief statement of the facts upon which the grievance is based and the provision or provisions of this Agreement alleged to be involved and the relief sought. The appropriate administrator is that person one administrative level above the administrator who is the subject of the grievance. If the subject of the grievance is the Provost, the President or his designee (who is not a subordinate of the Provost) will serve as the appropriate administrator.

The appropriate administrator shall provide the grievant a written reply to the grievance or schedule a meeting within ten (10) days after receiving

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the written grievance. If a meeting is held, within ten (10) days after such meeting a written reply shall be given.

Step 3: If the grievant is not satisfied with the disposition of the grievance at Step 2, a written appeal may be made to the School Personnel Committee within ten (10) days of the Step 2 reply. Concurrently, copies of the appeal shall be provided to the administrator who is the subject of the grievance and to the Association.

Upon receipt of the written appeal, the School Personnel Committee shall recommend action to the appropriate administrator within ten (10) days. The appropriate administrator, in consultation with the President and Provost (except where the Provost is the subject of the grievance) shall make the final decision within ten (10) days after receiving the recommendation of the School Personnel Committee.

Step 4: If the grievant is not satisfied with the disposition of the grievance at Step 3, and if the matter is one which may be submitted to arbitration according to the terms of this Agreement, the grievant may request the Grievance Committee of the Association to take the matter to arbitration in accordance with the following procedures.

The Association shall within ten (10) working days after the date of the answer of the appropriate administrator notify the President or President's designee and the New Jersey State Mediation Board in writing of its intent to proceed to arbitration. In such notice, the Association shall specify the issue it proposes to submit to arbitration and shall note that only arbitrators who have experience in the academic community shall be proposed. (See F below.) The arbitrator shall be selected in accordance with the rules of the New Jersey State Mediation Board. The right to request arbitration shall reside in the Association. In lieu of the above, a mutually acceptable arbitrator may be selected by the parties.

E. Arbitration

1. The arbitrator shall not have jurisdiction to amend, add to, or subtract from the terms and provisions of this Agreement in any way.

2. Only the following matters shall be subject for arbitration:

a. An alleged breach by the College administration of its salary agreement with a faculty member.

b. An alleged breach by the College administration of its obligation under this Agreement to provide the benefits set forth in Article XII of this Agreement.

c. An alleged substantial and material breach of this contract by the College administration which results in the noncontinuance of a faculty member. (This provision shall not be used to review any action of the Review Panel and it shall not be used as a substitute for other procedures contained in this Agreement.)

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d. Matters submitted for arbitration in accordance with the provisions of Article VII (Dismissal).

e. The question whether financial exigency has been demonstrated in matters involving the nonrenewal of tenured faculty members.

f. Decisions by the appropriate administrator which reverse the recommendation of the School Personnel Committee, in D., Grievance Steps, Step 3.

3. The cost of the arbitrator shall be borne equally by the parties. The arbitrator's decision shall be final and binding on the grievant, the College, and the Association.

F. The Arbitrator - Any arbitrator assigned to handle a case at Monmouth College shall have the following qualifications, any of which may be waived by mutual agreement of the parties.

1. He/she shall have had some experience in and be thoroughly knowledgeable of the academic community.

2. He/she shall hold the earned doctorate or its equivalent if he/she is in a field in which the earned doctorate is not considered the terminal degree, or hold the L.L.B. (J.D.)

If the Mediation Board cannot supply an arbitrator, qualified as per the above, then the parties may engage a mutually agreeable third party, preferably with the assistance of the Mediation Board, as expeditiously as possible.

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ARTICLE X - FACULTY REDUCTIONS (See Letter of Understanding #1)

It is acknowledged that the Board of Trustees has final fiscal responsibility for Monmouth College.

This Article is intended to provide an orderly and fair procedure for the release of tenured faculty members on the basis of financial exigency.

Procedure

1. The Provost shall consult with the President of the Association or his/her designee, the department chairperson and the whole department with respect to possible faculty reductions and reasonable alternatives. If after these consultations, the Provost determines that there is to be a faculty reduction, he/she shall so notify the Association, the department chairperson, and the members of the department in writing by October 15.

2. In determining faculty reductions, the following criteria and principles shall be adhered to:

a. Overload assignments for tenured faculty in the department or related departments and part-time and non-tenured faculty members in the department or related departments shall be reduced before tenured members, except where a tenured faculty member clearly does not have the requisite qualifications to teach the courses to be offered henceforth. Tenured faculty members shall not be reduced without strict consideration of the following criteria, in this order of priority: (1) ability to teach with distinction the courses to be offered henceforth; (2) rank; (3) years of teaching service to Monmouth College; (4) scholarship or other professional achievement.

Faculty reductions shall be made from among faculty members teaching the same or similar courses in the department or program where the reduction is to occur. Reductions shall be consistent with the educational mission of the department or program involved, and shall clearly conform to the needs of the student, the department, and the College.

b. Tenured faculty members who are reduced shall be given first priority for any vacant administrative or teaching position (in another department) which will be filled for which the faculty member has the requisite qualifications.

3. Following notification (1. above) and after consultation with appropriate personnel, the Provost shall notify in writing by November 15 the faculty member selected for reduction. This notification shall include a written report setting forth a full explanation of the action. The release shall not be effective on the following June 30, but will be effective on the June 30 immediately thereafter.

4. If a tenured faculty member who is reduced because of financial exigency disputes the bona fides of such financial exigency, he/she may file a written notice of appeal with the Provost and the Association within ten (10) working days. The matter shall then proceed to the Review Panel as provided for in Article V. The Panel shall decide whether the financial exigency was demonstrably bona fide. If the Association and the tenured faculty member wish to appeal the Panel's decision, written notice of intent to proceed to

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arbitration shall be served within the time and in accordance with the procedures set forth in Article IX, Section D, Step 4.

5. A tenured faculty member who is reduced because of financial exigency and who is not employed or offered employment elsewhere in the College shall place in writing with the Provost within ten (10) working days his/her request to be treated either according to a. or according to b. below.

a. Should the department, program or course of study from which the tenured faculty member has been released subsequently require a full-time appointment within a period of two (2) years from the June 30 date of release, such released faculty member shall be offered reappointment. The Provost shall mail a certified return receipt letter of intent to reinstate (with the usual information accompanying an appointment letter) to the faculty member at his/her address on the College records. The former faculty member shall advise in writing of his/her acceptance of the position within ten (10) days of the date of the appointment letter. If the faculty member accepts the position, he/she shall be reinstated to his/her former status, with all rights and privileges accorded faculty. Prior to the letter of intent, the College shall not employ a full-time faculty member replacement to perform the teaching and other duties performed by a released faculty member.

b. A tenured faculty member so notified of release who has had ten or more years of full-time service at Monmouth College, shall be employed for the following academic year and on its completion be provided severance pay in the amount of 125% if his/her base salary in that last year of service to the College payable in twelve monthly installments beginning July 15. A tenured faculty member with nine or fewer years of full-time service at Monmouth College shall be similarly treated but shall receive only 100% of his/her base salary.

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ARTICLE XI - TEACHING LOAD, SCHEDULING AND OTHER WORKING CONDITIONS

It is recognized that mutual benefits accrue from a continual improvement of the College as an institution of higher learning, and that each faculty member's primary professional responsibility is to Monmouth College and the College Community. It is recognized that Monmouth College's claim to being a teaching institution is based on the ability of its faculty to set standards and requirements deemed appropriate for individual disciplines and to respond to the individual educational needs of its students. This principle should govern the faculty's relation to students and the determination of teaching loads and other working conditions.

The word "teaching" is construed to encompass the following activities and responsibilities, and to mean that faculty should:

1. meet classes as regularly scheduled.

2. instruct and evaluate all students assigned to them, and give students timely notifications of their progress.

3. be concerned to arouse and stimulate intellectual curiosity in their students.

4. provide an appropriate syllabus for each course, detailing such things as assigned texts, course objectives, standards of evaluation, a schedule of tests, and supplementary assignments.

5. participate in advising programs designed for students within their own fields of specialization or allied disciplines.

6. help students to define and deal with problems connected with either subject matter or concerns typical of college students.

7. be willing, when considered necessary, to teach in an experimental setting with others in interdisciplinary courses.

8. actively pursue professional growth and development.

9. be receptive to participation in activities which extend and enhance materials covered in class, such as plays, concerts, field trips, public lectures, and art exhibits.

10. encourage students and colleagues to evaluate their teaching effectiveness through mutually agreeable methods such as questionnaires or class observation, with a view to adopting new approaches when proven successful.

11. strive for objectivity in relationships with students and colleagues.

12. willingly accept a reasonable number and level of committee assignments.

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13. willingly serve as a judicious resource for student organizations, both academic and non-academic, and for the community at large.

A. It is agreed that excessive class sizes should be avoided. Present practices as to class size shall be maintained. No changes in class size shall be made without the express approval of the Provost in consultation with the department in question.

B. Each department shall determine scheduling and assignments by a departmentally agreed-upon process which has been approved by the Provost. The schedules of the department shall be coordinated with those of other departments to facilitate the scheduling of student programs. Changes required due to unanticipated events will be fair and equitable.

C. The teaching assignment of a faculty member shall not require more than three (three-credit) course preparations or the equivalent in any semester except: 1) where otherwise mutually agreed upon by the faculty member and the administration; 2) when the faculty member accepts and receives an overload assignment; 3) where prevailing practice is otherwise. All course preparations for different sections of the same course during a semester shall be deemed a single course preparation.

D. Teaching assignments with classes on fewer than four days per week may be made in extraordinary circumstances and shall be with the concurrence of the Provost. It is the responsibility of the faculty members to make themselves available on campus for consultation with students and others at reasonable times. Faculty members shall post and maintain a schedule for a minimum of four (4) regular office hours per week for consultation with students. Additional consultations by appointment with students and others beyond the scheduled hours may be mutually arranged and shall consider the convenience of the students.

E. Any change in the class frame schedule shall be with the concurrence of the Association.

F. Faculty members whose teaching assignment includes evening classes shall not be scheduled for first period classes on the morning following such evening classes without the written consent of the faculty members so assigned. Faculty members with classes in the last evening period, i.e. until 10:05 P.M. shall not be scheduled for classes before 10:00 A.M. on the morning following such evening classes without the written consent of the faculty members so assigned.

G. Faculty members will not be required to accept any teaching assignments or reassignments that they do not feel academically qualified to teach. They shall so state in writing to the department chairperson and give specific reasons.

H. Bargaining unit members will be given first consideration over part-time faculty for teaching overload and summer session courses, provided that the faculty member is qualified to teach the course offered. Overloads and summer assignments to faculty shall be recommended by a departmentally agreed-upon process, approved by the Provost.

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I. Summer Session - Normally, the maximum summer load assignment shall not exceed six (6) credit hours or load hours. Normally, summer teaching assignments for faculty members will be made by the department chairperson as per H. above with the approval of the Dean in consultation with the Provost.

J. Teaching Load

1. The normal, two semester academic year, teaching load shall be twenty-four (24) credit hours or load hours as defined below. The normal teaching load for one academic semester is twelve (12) credit hours or load hours. Load balancing in an academic year shall not require the faculty member to carry more than fifteen (15) credit hours or load hours in any one semester.

2. All voluntary and assigned teaching loads beyond twenty-four (24) credit hours or load hours in an academic year are overloads.

3. In courses for which the credit and the scheduled contact hours differ, such as laboratories, studios, etc., the load hour for such a course is the average of the credits and the scheduled contact hours. Scheduled contact hours are defined as the scheduled time spent by the faculty member in the classroom or the laboratory or the studio or combinations of these.

The following assignments shall carry credit-hour status rather than stipends: the Chairperson of the College Qualifications Committee (three credits per semester) and the President of the Association (three credits per semester). In addition, the chairman of the Association's negotiating committee shall receive a single three-credit reduction in load during the time of actual negotiations. If the negotiations occur in the summer, then the three credits shall be provided as a summer session three-credit payment.

Present practices with regard to load-balancing, coaching, and student teaching shall be continued. An up-to-date record of the mode by which such practices are computed shall be maintained by the Provost.

a. Present practices with respect to the determination of load hours shall be maintained unless otherwise determined amongst the faculty member, the department chairperson, and the Provost.

b. The Provost shall maintain an up-to-date record of the mode by which the load hour for any course is calculated.

c. The Provost shall, each semester, indicate those positions which carry credit-hour status or stipends and indicate those faculty occupying those positions.

4.a. Faculty members assigned the regular advising and advising over one hundred students per semester may request reduction in teaching load or over-load compensation from their department chairperson. Upon recommendation of the department chairperson, the Dean in consultation with the Provost shall determine the feasibility and shall grant the request whenever possible. The Provost has the right to determine who shall advise such large numbers of students.

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b. Faculty members are encouraged to develop new courses to meet bona fide needs of the student body and in response to changing emphasis in disciplines. When a course is offered for the first time, some consideration in the faculty member's load may be made, particularly at the graduate level. The faculty member may request such consideration, which must be recommended by the department chairperson to the Provost, who shall make the final determination and decision.

K. The Library Faculty shall maintain library service in accordance with the principle: service to the students, faculty, and other members of the College community. Library Faculty appointments at Monmouth College are twelve (12) month appointments with twenty (20) days vacation. Librarians will be scheduled to work according to the published academic calendar as follows: commencing with the first day of registration and ending with the last day of examinations during the fall semester, intersession, spring semester, and summer sessions, except during the scheduled spring break and College holidays. Interim periods will be used for professional development activities such as review of the literature of an unfamiliar discipline, preparation and writing of articles for submission to professional journals, designing training courses or tools for staff and or students, developing greater competencies in professional areas not maintained regularly, or planning proposals for innovative library services, development, funding, or preservation. A Librarian may by December 15 request an academic year appointment for the next fiscal year for which the Librarian shall work from the first day of registration fall semester until the last day of examinations spring semester without any vacation days and for which the Librarian shall receive 7/8ths of the twelve month appointment salary. The College shall notify the Librarian by March 1 of its decision.

L. ID Card - Faculty members shall be provided with official identification cards at no cost to the individual faculty member.

M. Course Practices - The faculty shall adhere to College Regulations, both academic and non-academic, as set forth in, but not limited to, such publications as the College Catalog and the Student Handbook, providing these regulations do not conflict with the provisions of this Agreement. A copy of the Student Handbook shall be provided to the faculty member each year.

Final course grades shall be reported to the Registrar on or before the prescribed deadlines (at least 72 hours after the final examination has been completed, except for examinations scheduled for the last day of the examination period for which the deadline is 48 hours after the final examination has been completed.) Final examinations where required shall be held during the times officially scheduled. Class time in undergraduate courses shall not be devoted to a final examination.

The faculty members, particularly in courses which are prerequisite for other courses and which have more than one section, shall endeavor to cover an agreed-upon body of material and to adhere to agreed-upon standards for the assignment of readings, written exercises, and activities.

N. Attendance at College Functions

1. Faculty attendance is required at all regularly scheduled faculty meetings, convocations, and commencements unless otherwise officially excused.

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2. Faculty attending those functions at Monmouth College for which academic attire is required shall have said attire furnished by the College at no charge.

O. Registration - The principal function of the faculty during registration periods shall be the counseling of students. There shall be an attempt to provide adequate clerical help during registration periods.

P. Required Travel - When transportation is required of faculty members as part of their instructional, departmental, or supervisory duties and is authorized, they will be reimbursed in full for said transportation and for all meals consumed during the period in which they travel. Faculty members using their own car during such travels will be reimbursed at the rate of twenty (20) cents per mile, plus parking and tolls. Faculty members shall use the most economical means of transportation.

Q. Research, Consulting, and Other Off-Campus Services

a. Research: The College encourages faculty members to engage in research as it promotes the professional growth of the individual and strengthens the reputation of the College.

All research programs involving use of College facilities shall be recorded with the department chairperson and the Provost who shall both be advised periodically of the progress of such programs. College equipment and/or space may be utilized only with the written permission of the College Business Office recorded with the Provost. All research involving contracts with or grants from outside agencies must be approved by the President or his/her designee.

b. Consulting and other Off-Campus Services: The College encourages faculty members to engage in consulting and such other activities as promote the professional growth of the individual and strengthen the reputation of the College provided that such consulting and other activities:

1. do not constitute a conflict of interest, and

2. do not occur at a time when the faculty member is expected to perform his/her assigned College duties, and

3. do not diminish the faculty member's efficiency and effectiveness in performing his/her primary obligations at the College.

Each faculty member who renders off-campus services or engages in professional consulting shall advise in writing at least twice each year (preferably in advance) both his/her department chairperson and the Provost of all his/her time commitments, the name of the part-time employer, the type of work performed, and the licenses or special requirements necessary to perform the duties involved.

For consulting, College space and equipment may be used, borrowed, or rented only with the written authorization of the College Business Office recorded with the Provost. The name of the College may not be used, other than

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to identify the faculty member as a member of the College and his/her position. Remuneration for consulting services shall be arranged between client and consultant and shall not involve the College in any way.

Full-time faculty members shall not teach more than six credit hours per semester in addition to the faculty member's standard load either at other institutions or at a combination of Monmouth and other institutions without approval of the Provost. Approval of the Provost will be granted only in extraordinary cases and for cause.

R. Public Relations

1. The Director of Editorial Services is the official representative of the College to the public and the news media. Faculty members who plan to make public appearances should consult with the Director of Editorial Services prior to the appearance so that appropriate news coverage may be arranged. Unless authorized, faculty members shall not issue news releases in the name of the College and shall not speak as if they represent the College.

2. In order to prepare proper publicity releases and in order to obtain adequate publicity, faculty members should bring to the attention of the Director of Editorial Services such newsworthy items as: publications, research, projects, significant curriculum changes, professional meetings, professional meetings held at the College, election to professional societies, awards received for professional activities, degrees, and fellowships.

S. Any faculty parking problems which arise during the term of this Agreement shall be appropriately discussed. A parking decal will be provided to each faculty member at no cost. The faculty member shall park only where the parking decal authorizes, except as provided elsewhere in this Agreement.

T. Breach of the provisions of this Article, particularly the failure to return the final grades by the official deadline without the express permission of the Registrar, constitutes serious neglect of professional duty and subjects the faculty member to disciplinary action.

U. Retirement

All members of the faculty shall retire no later than the last day of the academic year in which they attain age 70.

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ARTICLE XII-SALARY AND OTHER BENEFITS

A. SALARIES

1. Base salaries for faculty shall be as set forth on the Schedule annexed hereto.

2. The attainment of a terminal degree within his/her teaching specialty by a faculty member will effect a $2,000. permanent increment to base salary effective July 1 of the year following such attainment unless such attainment was a precondition of initial appointment.

3. Contracts for librarians shall be for a twelve (12) month period, including twenty (20) working days of vacation plus other College holidays. Vacation time shall normally be taken during the months of July and August, except as per Article XI, Section K.

B. The College agrees to make available to eligible faculty members the following benefits:

1. Hospital and Medical Insurance

a. The College agrees to pay the premium for hospital and medical insurance, set forth in policy of insurance number 00-85993 issued by Blue Cross and Blue Shield of New Jersey and policy of insurance 16471 issued by Prudential Insurance Company of North America, for individual and dependent coverage for each full-time faculty member teaching at the College.

b. New full-time faculty members shall be eligible for such coverage as of the first day of the month coinciding with or next following the completion of thirty (30) days of service as a full-time faculty member.

2. Total Disability Insurance

a. The College will pay the full premium for total disability coverage for eligible full-time faculty members while teaching at the College. Such benefits are summarized in a leaflet available in the office of the Director of Personnel, but subject to the terms and conditions of the Group Insurance Policy No.D-701 issued by Teachers Insurance and Annuity Association (TIAA).

b. Eligible faculty members shall submit to the College written application for such benefits on the form provided.

c. New full-time faculty members are eligible for the foregoing coverage of the first day of the month coinciding with or next following the completion of one year of service as a full-time faculty member.

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3. Group Life Insurance

a. The College will pay 3/4 of the premium for group life insurance for each eligible full-time faculty member teaching at the College, in an amount equal to one and one-half times the faculty member's annual salary, reduced to the next lower multiple of $1,000. in the event of the faculty member's salary is not an even multiple of $1,000. The foregoing coverage is summarized in a leaflet available in the office of the Director of Personnel.

b. New full-time faculty members are eligible for coverage as of the first day of the month coinciding with or next following the commencement of employment. Application for such coverage shall be in writing on the form provided.

4. Accidential Death and Dismemberment Insurance While on Official College Business Away from the Premises of the College

The College agrees to pay the full premium for a policy of insurance insuring eligible full-time faculty members for up to $50,000 for accidental death or dismemberment while the faculty member is on authorized College business away from the premises of the College, in accordance with and subject to the provisions contained in the policy of insurance providing said benefits.

5. TIAA Retirement Plan*

a. Each full-time faculty member who has attained the age of thirty years and who has completed at least two consecutive semesters of employment at the College shall be required to participate in the College retirement plan available through the Teachers Insurance and Annuity Association and the College Retirement Equities Fund (TIAA-CREF). Participation shall commence on the first of the month following completion of two consecutive semesters employment at the College. Faculty members who have satisfied requirements as to length of service, but have not reached age 30 may voluntarily participate if they so desire. In either case, appropriate application forms must be completed by the faculty member in order to participate.

b. The College retirement plan is subject to the provisions of the College retirement resolution as it may be amended from time to time and the TIAA-CREF plan or policy.

c. Each full-time faculty member who has met the eligibility requirements shall contribute five (5) percent of his/her total salary to the aforesaid fund, and the College shall contribute an additional seven (7) percent of the faculty member's salary.

d. A new full-time faculty member who brings to the College a current TIAA-CREF Annuity Policy from another educational institution may begin participation as of the day his/her teaching assignment commences.

*Participation in the Bradford Trust 403(B)(7) Retirement Program is available as an option.

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e. Faculty members eligible for participation in the Retirement Plan (TIAA-CREF) are also eligible for the Salary or Annuity Option as defined by Section 403 (B) of the Internal Revenue Code as it may be amended from time to time.

f. The allocation of contributions may be allocated in any fashion between TIAA and CREF.

6. Dental Plan - The Administration agrees to supply a dental plan to faculty, such contribution by the College towards the cost of the plan shall be limited to ten dollars ($10.00) per month for each faculty member. Dependent and spouse coverage is at optional cost to the faculty member.

7. Terms of General Applicability

a. Eligible faculty members agree to complete and execute all forms and applications and authorizations as requested by the College and/or insurance carrier or carriers affording the aforesaid benefits.

b. It is agreed and understood that the sole liability of the College is to pay the aforesaid premiums or portions thereof as heretofore set forth, and that any and all claims for benefits eligibility requirements and other conditions shall be as set forth in the policy or policies of insurance affording the aforesaid benefits, and the terms and conditions of said policy or policies shall govern and control all questions or claims arising hereunder.

c. The College reserves the right to change the insurance carrier or carriers providing the aforesaid benefits or to consolidate any or all of the above plans. Faculty members shall not suffer any loss in benefits or increase in premiums as a result of a voluntary change, unless mutually agreed upon by the College and the Association.

C. Tuition Benefits

1. Full-time members of the teaching faculty and their dependent children and/or spouse shall be accorded free tuition and laboratory fees for any course of study at the College provided space is available and they meet the College requirements for admission. The regular application, registration, activities and service fees shall be paid by the student.

2. The provisions of paragraph 1. shall be extended to the IRS dependent children and spouses of deceased, disabled and retired full-time tenured faculty members who have served at Monmouth College immediately prior to such death, disability or retirement.

3. The tuition remission benefits referred to above shall not be granted unless the recipient or potential recipient makes an application(s) and takes other further action to obtain New Jersey State and/or Federal awards and/or scholarships, to the end that the amounts received from those awards and/or scholarships can defray the expense to the institution.

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4. The Association agrees to serve on a committee composed of the appropriate Academic Dean, and Association representative, and the Director of Personnel which will recommend exceptions to the requirement that Faculty children be IRS dependents.

D. Overload Compensation-Overload shall be paid for all voluntary and assigned teaching loads beyond those designated for each individual semster, other than overload resulting from agreed-upon load balancing, except as otherwise presently practiced. Each overload credit hour or load hour unit shall be compensated on the basis of $400 per credit for Associate and Professors, and $350 per credit for Instructors and Assistant Professors. This basis will be used when computing compensation for courses taught at times other than during summer session.

Librarians who are scheduled for four (4) Saturday or Sunday work days in either the fall or spring semester may elect prior to the beginning of that semester the equivalent of one (1) credit hour overload compensation at the above stated rates or compensatory time in lieu of such payment.

E. Summer School Compensation

Each summer school credit hour or load hour unit shall be compensated on the basis of 1/40th of the faculty member's base salary for the previous academic year.

F. Compensation for Small Classes

1. This section shall apply only to summer session and the inter-session, if any.

2. When the Provost or his designee has determined that a class has insufficient enrollment for the course to be offered, and if at that time the course has at least four tuition paying students enrolled, the Provost or his/her designee may offer the faculty member an alternate contract for teaching the course. The alternate contract shall stipulate that the faculty member will receive eighty (80) percent of the tuition revenue actually received by the College as his/her compensation for said small course. When the alternate contract is offered, the faculty member shall have five (5) days from the postmark date of the contract to accept or reject the contract, provided that in no case shall the faculty member's acceptance or rejection be later than the registration day for the session for which the course is scheduled.

If on final registration for the course, enough students enroll such that the faculty member's salary as determined in the usual fashion (See E. above), is fully met by the tuition income, then the faculty member shall be compensated as in E. above.

G. Compensation for Special Non-Required Courses - For readings and research courses, senior research, and bona fide independent study courses, each credit hour shall be compensated at the rate of $30., except where presently practiced and where equivalent agreement is reached with the department involved. Aggregates of student credit hours may be counted within the faculty member's load at the discretion of the department with the approval of the Provost.

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ARTICLE XIII - FACULTY IMPROVEMENT

A. The administration has established special funds and provisions to be used for faculty improvement as follows:

1. Grants-in-aid-of-Creativity

2. Mini-Sabbatical Grant Program

3. Travel Allowances

4. Faculty Improvement Fund Loans

5. Course Load Reductions

B. Committee on Grants and Sabbaticals - In arriving at the allocations of certain of the above funds, it is recognized that peer collegial judgment is appropriate. To this end, the Committee on Grants and Sabbaticals has been established.

The Committee shall consist of six members of the academic faculty elected by the faculty on a three year rotating basis, two members each year. Elections shall be held in April of each year and the membership shall be made a matter of record in the minutes of the May Faculty meeting. The Committee shall consist of at least one member from each School. The additional three members shall be members-at-large. The School members shall be elected by the faculty of each School, and the members-at-large shall be elected byt the faculty-at-large. Each department may nominate one candidate each year subject to the limitation that no more than one member of any department shall serve at the same time nor shall more than two members from a given School serve at the same time.

The Committee shall consider applications for all grants-in-aid for creativity, mini-sabbaticals and sabbaticals. Membership on the Committee shall not disqualify a faculty member for consideration in any of the categories. However, such faculty members shall not sit in review of their own application. In such situations the Committee shall operate with its membership reduced by one. Recommendations by majority decision of the Committee shall be made to the Provost.

Announcements of awards will be made as soon as possible after recommendations of the Committee and after approval by the Provost.

C. Grants-in-Aid-of-Creativity

1. Grants-in-Aid-of-Creativity may be awarded to eligible faculty members in varying amounts ranging from $200 to $1,500 per academic year. The funds are to be expended directly in support of a special creative activity. The purposes for which said sum may be expended include but are not limited to the purchase of apparatus and supplies, payment for sub-professional assistants, assistance in preparing manuscripts for publication, and other such purposes. Any equipment purchased with said funds shall become the property of Monmouth College.

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Eligible faculty members are members of the bargaining unit. The Committee on Grants and Sabbaticals may consider proposals by non-bargaining unit members if requested by the Provost. However, no funds may be allocated to non-bargaining unit members from funds allocated by this section to bargaining unit members except as provided in 4 below.

2. Applications receivd on or before November 1 will be considered togetner at a meeting in November. Applications received between November 2 and March 1 will be reviewed in March.

3. On or before November 1 of the academic year after the Grant-in-Aid has been received, each grantee shall submit to the Chairperson of the Committee on Grants and Sabbaticals, with a copy to the Provost, a report which shall explain how the monies were used and what were the results of the project for which the grant was awarded, with the presentation of appropriate evidence (such as copies of papers written, presented, or published) to be determined in each case by the Committee. If a final report cannot be submitted, a progress report is to be submitted indicating when the final report is to be submitted but in no case later than the next November 1.

By early May of each year, the Committee shall report in writing to the faculty what monies have been expended and what results have been achieved by faculty receiving grants. Where practical, the results of faculty efforts shall be placed on reserve in the library for one year as a service to the College community. At the end of the year, all material shall be returned to the owners.

4. Sums expended for this purpose shall not exceed $20,000 per academic year. Funds not allocated to bargaining unit members by the March review may be allocated to non-bargaining unit members.

D. Mini-Sabbatical Grants

1. All members of the bargaining unit may apply for a summer mini-sabbatical grant after having completed five (5) consecutive years on the College Faculty.

2. Mini-Sabbatical grants shall be awarded only for the following purposes: study and research, including related travel and creative work in literature or the arts, where such grant will result in the scholarly enrichment and increased professional competence of the faculty member, his/her increased value to the College, and enhancement of the College's reputation in the academic community.

3. Applicants for mini-sabbatical grants shall agree at the time that they apply for such grant to serve on the College Faculty as a full-time faculty member for at least two (2) full academic years after expiration of the term of their grant. Recipients who fail to fulfill this requirement, shall repay to the College the sum received from the College, unless otherwise mutually agreed. In case of disability see Article XIV, Section C-4b.

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4. Each application for mini-sabbatical grant shall be made in writing to the appropriate Department Sabbatical Committee, with a copy to the Chairperson of the Department on or before November 1. If approved, the Department Sabbatical Committee shall make its written recommendations to the Committee on Grants and Sabbaticals on or before November 15. The Department Sabbatical Committee shall consist of up to six (6) members of the department at the discretion of the department. If a department has six (6) or fewer faculty members, all eligible faculty members shall corstitute the committee.

No member of a Department Sabbatical Committee shall participate in or be present at deliberations involving himself/herself. No alternates to a Department Sabbatical Committee are to be elected; thus, the committee shall function with its numbers reduced by one, in such deliberations.

The Committee on Grants and Sabbaticals shall recommend mini-sabbatical grants to the Provost in writing, in order of priority on or before December 15 with copies to the appropriate department chairperson. The Provost shall notify each recommended applicant in writing of his/her decision concerning the application. The decision of the Provost shall be final. Copies of such notice(s) shall be given to the aforesaid Committee. If approved, the mini-sabbatical grant shall become effective during the succeeding fiscal year.

5. The number of summer mini-sabbatical grants in any fiscal year shall be limited to three. The award of a mini-sabbatical grant shall not be automatic, but the respective committees and the Provost shall consider the advantage to the applicant as a scholar and teacher and the advantage to the College.

6. Salary payments for a mini-sabbatical grant shall be the equivalent pay for six (6) credit hours in the summer school.

7. Employment during a mini-sabbatical grant is prohibited.

8. On or before the following November 1 each grantee shall submit to the Chairperson of the Committee on Grants and Sabbaticals, with a copy to the Provost, a written report describing the activities performed under the grant and the purpose for which the sums were expended and the results achieved.

E. Professional Travel Allowances - The College shall budget a sum to be used to reimburse faculty members for authorized reasonable expenditures incurred while participating at professional meetings or conferences. Application for such travel expenses shall be made in writing to the department chairperson, and must be approved by the department chairperson and authorized by the Provost. The maximum which may be expended each year for such travel is $10,000.

An elected five-person Travel Committee with a membership announced at the May faculty meeting shall serve in an advisory role to the Provost regarding the allocation of travel monies. There shall be at least one faculty member from each School.

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Guidelines for the 1983-84 academic year:

1.	Professional Enrichment:	$ 85 (total for year)
	Workshops, Lectures, Conventions (No participation other than going to lectures, attending meetings, adding to personal knowledge, etc.)	
2.	Paper at International Congress	$500
3.	National Meeting:	
	To give paper	$400
	Workshop participation (i.e., presenter or co-presenter)	$300
	Panelist/Officer	$200
4.	Regional Meeting:	
	To give paper	$300
	Panelist/Officer	$200
5.	Total to Individual per year	$600

The Travel Committee shall report to the faculty once a year, in May, concerning the distribution of the monies.

F. Faculty Improvement Fund Loans

1. Eligible faculty members may apply for loans from the Faculty Improvement Fund for the purpose of preparing for a higher degree. Application for such loans are to be made in writing to the Provost and are subject to the following conditions:

a. The applicant must be in residence and must have completed at least two consecutive academic years as a full-time Faculty member at Monmouth College;

b. The applicant must have been admitted to doctoral candidacy with all course work completed:

c. The loan is not to exceed $2,500, and preferably shall be no more than $2,000.

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d. No interest shall be charged while the applicant is in residence and on the Monmouth College Faculty (either on leave or active);

e. No interest shall be paid so long as the recipient continues as a member of the Monmouth College Faculty; provided that the recipient receives the degree originally sought.

f. $500 of the loan shall be forgiven for each full year the loan recipient completes on the College Faculty after receiving the degree.

g. Loan recipients who leave the College Faculty before the full amount of the loan has been forgiven pursuant to the provisions of paragraph F. above shall be required to repay the balance of such loan, with interest of five (5) percent per annum commencing as of the date they leave the College Faculty.

h. If the loan recipient does not receive the degree for which the money was loaned within the period of time set forth when the loan was made, the loan recipient shall owe the full amount of said loan to the College, with interest of five (5) percent per annum from the date the aforesaid period expires. By mutual agreement between the College and Faculty member, the amount to be repaid may be changed.

2. No more than $5,000 may be loaned in any academic year for this purpose.

3. Loan recipients shall sign a promissory note or other indica of the loan as may be required by the College prior to receiving said loan,

4. When an applicant's request for a loan is denied, the Provost shall give the Faculty member a reason for the denial.

G. Course Load Reductions - Reductions in load during the academic year may be granted by the Dean, in consultation with the Provost, for the pursuit of creative and scholarly activities. The Faculty member must petition the School Personnel Committee on or before October 1 for course reduction in the Spring semester and on or before March 1 for course reduction during the Fall semester. The School Personnel Committee shall make recommendations to the Dean fifteen (15) days after submission of such petition. Additional reductions in load during the academic year may be granted by the Provost for the pursuit of creative, scholarly, and other activities.

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ARTICLE XIV - LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

1. Leaves of absence without pay for a period of up to two (2) years may be granted when leave is needed for advanced study, physical disability, professional experience, political office, or travel combined with directed and planned study. Faculty members shall submit written requests for such leaves with appropriate reasons and documentation to their Department Chairperson with a copy to the Provost and the School Dean. Such request should normally be submitted at least by the beginning of the semester prior to semester(s) for which the leave is desired. The Department Chairpersons will submit their recommendations pursuant to the request to the School Dean who will make recommendations to the Provost, who will pass on each case individually, and who will advise the applicant in writing the decision of the College. Leave of absence will not be granted unless an arrangement, satisfactory to the Provost, can be made to carry on the work of the faculty member concerned.

2. A faculty member whose employment has been interrupted by military service in order to fulfill a military obligation and who has returned to the College immediately after separation from the military service, shall be deemed to have continuous employment with the College. While such faculty member's time in military service shall be applied as part of seniority, such time is not counted in the calculation of probationary years prior to attaining tenure.

3. While on leave of absence faculty retain all rights and privileges of their rank and position, excluding monetary benefits with the provsion that faculty members are solely responsible for the exercise of said rights and privileges. Leave of absence without pay implies continuation of appointment for the next contract period following the leave of absence, except under extraordinary circumstances (Articles V, VIII, and X).

4. A formal leave of absence for any period of one academic year or part thereof shall not be considered as a year of service at Monmouth College.

B. Coverage for Ill or Disabled Faculty - The compensation of a sick or disabled faculty member who has served at least one full academic year at Monmouth College is maintained by the College up through a six month period at which time the sick or disabled faculty member becomes covered by the then applicable Total Disability Insurance Policy. Coverage of the sick or disabled faculty member's classes and other obligations is done voluntarily by departmental colleagues, for a period of up to two weeks after which an appropriate substitute shall be arranged for unless all missed work is to be made up by the faculty member on return. This provision represents the only sick time coverage provided for sick or disabled faculty members, and also applies to pregnancy.

C. Leaves of Absence with Pay (Sabbatical Leaves) - It is recognized that the sole aim of this sabbatical leave policy is to increase the recipient's competence as a scholar and teacher, and thus both increase the faculty member's value to the College and enhance the College's reputation in the academic community.

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ARTICLE XIV - LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

1. Leaves of absence without pay for a period of up to two (2) years may be granted when leave is needed for advanced study, physical disability, professional experience, political office, or travel combined with directed and planned study. Faculty members shall submit written requests for such leaves with appropriate reasons and documentation to their Department Chairperson with a copy to the Provost and the School Dean. Such request should normally be submitted at least by the beginning of the semester prior to semester(s) for which the leave is desired. The Department Chairpersons will submit their recommendations pursuant to the request to the School Dean who will make recommendations to the Provost, who will pass on each case individually, and who will advise the applicant in writing the decision of the College. Leave of absence will not be granted unless an arrangement, satisfactory to the Provost, can be made to carry on the work of the faculty member concerned.

2. A faculty member whose employment has been interrupted by military service in order to fulfill a military obligation and who has returned to the College immediately after separation from the military service, shall be deemed to have continuous employment with the College. While such faculty member's time in military service shall be applied as part of seniority, such time is not counted in the calculation of probationary years prior to attaining tenure.

3. While on leave of absence faculty retain all rights and privileges of their rank and position, excluding monetary benefits with the provsion that faculty members are solely responsible for the exercise of said rights and privileges. Leave of absence without pay implies continuation of appointment for the next contract period following the leave of absence, except under extraordinary circumstances (Articles V, VIII, and X).

4. A formal leave of absence for any period of one academic year or part thereof shall not be considered as a year of service at Monmouth College.

B. Coverage for Ill or Disabled Faculty - The compensation of a sick or disabled faculty member who has served at least one full academic year at Monmouth College is maintained by the College up through a six month period at which time the sick or disabled faculty member becomes covered by the then applicable Total Disability Insurance Policy. Coverage of the sick or disabled faculty member's classes and other obligations is done voluntarily by departmental colleagues, for a period of up to two weeks after which an appropriate substitute shall be arranged for unless all missed work is to be made up by the faculty member on return. This provision represents the only sick time coverage provided for sick or disabled faculty members, and also applies to pregnancy.

C. Leaves of Absence with Pay (Sabbatical Leaves) - It is recognized that the sole aim of this sabbatical leave policy is to increase the recipient's competence as a scholar and teacher, and thus both increase the faculty member's value to the College and enhance the College's reputation in the academic community.

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1. Eligibility: Full-time members of the faculty who hold professorial rank and who have tenure may apply for a sabbatical leave provided they have served at least five full-time years at Monmouth College above the rank of Instructor.

2. Duration and Limits: A sabbatical leave may be for the period of either one or two semesters.

A Faculty member who has been on leave for one semester shall be eligible to apply for another leave after having served four full years at the College after returning from that leave. A faculty member who has been on leave for a two-semester period shall be eligible to apply for another leave after having served seven full years at the College after returning from that leave.

A sabbatical leave will not be granted unless an arrangement, satisfactory to the Provost, can be made to carry on or to suspend (or some combination of these) the assignments of the faculty member concerned. Normally, no full time replacements are to be hired for a faculty member on sabbatical leave. Sums expended by the College for this purpose shall not exceed $10,000 per academic year.

3. Procedure:

a. Each application for a sabbatical leave shall be made in writing to the appropriate Department Chairperson by November 1 of the year prior to the academic year (or either of its semesters) for which a sabbatical leave is sought. The Department Chairperson, in consultation with the Department Sabbatical Committee, shall review and evaluate the proposal and provide the department's evaluations to the Committee on Grants and Sabbaticals by December 1 with a copy to the Provost. The department shall provide in writing its recommendation, and shall address the merit of the proposal, the probability of completion, and the needs of the department during the period for which the sabbatical leave is requested. The Department Chairperson shall set forth to the Committe on Grants and Sabbaticals with a copy to the Provost a proposal as to how the normal assignments of the faculty member will be handled. Departments which have members on sabbatical leave should accept reasonable increases in class size, when department members agree that such increases will not seriously detract from the welfare of the students.

b. The Committee on Grants and Sabbaticals shall receive and review all written applications for sabbatical leaves along with written departmental evaluations (provided by the Department Chairperson) provided these are received no later than December 1, and shall send its written recommendations with respect thereto to the Provost. The recommendations of the Committee on Grants and Sabbaticals shall be based on the above stated aims of the sabbatical program and the proposed feasibility from both the implementation of the proposal and the planned handling of the department's needs in the absence of the faculty member.

c. The Provost shall receive and review the written recommendations of the Committee on Grants and Sabbaticals in regards sabbatical leaves provided that these recommendations are received no later than January 15.

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d. The Provost shall make all sabbatical leave decisions based on the above stated aims of the sabbatical program; however, the granting or non-granting of a sabbatical shall not be either grievable or arbitrable.

e. Within six weeks after the beginning of the semester following the sabbatical leave, the faculty member shall provide a detailed written report of the activities undertaken and accomplished during the period of the sabbatical leave to the Provost and the School Dean, with a copy to the Chairperson of the Committee on Grants and Sabbaticals and to his or her Department Chairperson.

4. Conditions and Exclusions:

a. A sabbatical leave need not require the faculty member's absence from home and community, but must require release from normal college assignments.

b. Applicants for a sabbatical leave shall agree at the time that they apply for such a grant to serve on the College Faculty as a full-time faculty member for at least two (2) consecutive full academic years (four semesters) immediately after the expiration of the term of the grant. If the recipient shall fail to fulfill this requirement for reasons within his or her control (i.e. voluntary separation from the College), the repayment shall be in proportion to the number of full-time semesters served at the College subsequent to the leave, unless otherwise mutually agreed. If the faculty member's contract expires before this requirement can be satisfied, or should the faculty member suffer disablement such that this requirement cannot be satisfied, the repayment provision shall be annulled. The Association shall be a party to any mutual agreement in conflict with the preceding proviso.

c. Where two or more applications are of equally high quality, priority will be given to the applicant who has had the longest time period of service to the College since the last previous sabbatical leave.

d. During the sabbatical leave, a faculty member may accept other outside compensation only if it is wholly relevant to the sabbatical proposal, and if the total compensation from Monmouth College and the other sources is not more than 100% of the Monmouth College base salary during the period of the sabbatical leave. Monies strictly designated as expenses (i.e. not compensation) may be accepted.

e. A sabbatical leave shall be counted in years of service to Monmouth College.

5. Financial Arrangements:

a. While on sabbatical leave, faculty members shall receive eighty percent (80%) of their gross base salary and the remaining twenty percent (20%)

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of their gross base salary shall be a required business expense of the faculty member. This non-refundable twenty percent shall be placed in the Provost's salary account for partial payment for coverage of the absent faculty member's assignments.

b. While on sabbatical leave, faculty members retain all rights and privileges of their rank and position, including monetary benefits, with the provision that the faculty member is solely responsible for the exercise of said rights and privileges.

c. The non-refundable twenty percent (20%) of the on-sabbatical-leave faculty member's gross salary shall be used by the College in consultation with affected Department Chairpersons to help defray the costs of replacements for faculty members on sabbatical leaves provided other arrangements cannot be made.

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ARTICLE XV - DUES DEDUCTION

During the life of this Agreement the College agrees to deduct membership dues in an amount established and certified in writing by the Association, in accordance with and to the extent permitted by applicable State or Federal laws, from the wages due any employee in the bargaining unit who individually and voluntarily gives the College written authorization to do so on or before October 15. The dues will be deducted in ten (10) equal amounts beginning with a deduction from the first salary payment in November and continuing with deductions from each salary payment made thereafter until the full authorized amount is deducted. The College shall forward the money deducted to the Treasurer of the Asssociation on or before the 15th of the month following the month in which the dues are deducted.

The written authorization shall continue unless the employee gives written notice of termination to the College and to the Association at least fifteen (15) days prior to any pay day. The Association agrees to indemnity and save the College harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Association dues from an employee's pay. The Association assumes full responsibility for the monies so deducted once they have been fowarded to the Treasurer of the Association as set forth above.

The College shall have no responsibility for the collection of initiation fees, special assessments, or any deductions, other than specified above.

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ARTICLE XVI - PERSONNEL FILES

A. Pre-Employment File - The Provost may maintain a pre-employment file which shall contain materials received by the College from persons other than the applicant in connection with the faculty member's application for employment. Access to and utilization of the pre-employment file shall be exclusive to the College Administration and shall not be available to the faculty member or others, unless considered in connection with disciplinary action or his/her continuance as a faculty member.

B. Personnel File

1. The Provost shall maintain the official personnel file.

2. Faculty members while employed shall be given reasonable opportunity to review the contents of their personnel files during regular working hours in the presence of one who normally has custody of the file. A representative of the Association may, with the faculty member's written authorization, accompany said faculty member while they review the file. A record shall be placed in the file as to those who have examined the file pursuant to this section.

3. Faculty members may submit for inclusion in the file such material as they deem worthwhile.

4. The faculty member shall be apprised of any derogatory material placed in the file, and shall be invited to reply to same. With the consent of the Provost any unsubstantiated derogatory material placed in the file after the effective date of this contract may be removed.

C. Administrative Files - Nothing contained in this Article shall limit the College in the maintenance and retention of other records dealing with routine matters, including, but not limited to payroll and benefits.

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ARTICLE XVII - ASSOCIATION RIGHTS, PRIVILEGES AND OBLIGATIONS

A. Authorized representatives of the Association shall be permitted to transact official Association business relating to Monmouth College Faculty on College property at reasonable times, provided that they do not interfere with or interrupt normal College operations or the duties and responsibilities of the Faculty.

B. Upon written request and with at least two weeks notice, the College will make reasonable effort to make available to the Association an appropriate room for Association meetings, so long as the Association use does not interfere with the normal operations of the College. Departments and committees of the Faculty should not attempt to hold meetings that will conflict with the single monthly general meeting of the Association normally scheduled for the third Wednesday at 3:15 P.M. in each month of the academic year.

C. Association representatives may use the visitor's parking lot facilities near the Administration Building when on official Association business in said building and only when space is available.

D. The Association shall be permitted to use certain College facilities for purposes of official Association business relating to the Monmouth College Faculty, such as typewriters, duplicating equipment, calculating machines and audio visual equipment at reasonable times and with reasonable notice when such equipment is not otherwise in use and is available. The Association shall pay all costs in connection with such use including the cost of maintenance, repairs, materials, and supplies, telephone and postage, etc.. The Association shall not request the help or assistance of any College clerk or College secretary during normal working hours. The Association officials may make reasonable use of department secretaries provided they have available time, for the preparation of official written communications to the College relative to matters arising from and required by this Agreement.

E. The Association may purchase expendable office supplies normally available from the College Bookstore at the price paid at the Bookstore by the departments of the College.

F. The Association may post official Association bulletins, and notices relevant to the faculty on designated bulletin boards, without seeking prior permission or approval, provided that copies of each bulletin or notice shall be first provided to the Director of Personnel Services and the Provost.

G. The Association may make reasonable use of existing interoffice mail distribution facilities for communications to the faculty provided such use does not interfere with the College use of such facilities.

H. Whenever an Association representative or a faculty member is mutually scheduled by the College and the Association to participate during

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scheduled working hours in negotiations or grievance proceedings, they shall suffer no loss in pay nor be expected to compensate for time spent in such activity.

I. Where it will not interfere with the orderly functioning of the College or the faculty member's department, the schedules of the five senior Association officers and the Chairperson of the Grievance Committee will be arranged in an attempt to provide time for such faculty members to engage in Association activities. The designated representatives of the Association shall be made known to the Provost and the Departmental Chairpersons whose departments are involved, at the beginning of the semester preceding the semester for which consideration in schedules is requested.

J. The College shall provide office space for the Association, if available.

K. The Association has representation on Long-Range Planning and Budget and Priorities Committees.

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ARTICLE XVIII - MANAGEMENT PREROGATIVE

A. The College retains and reserves, without limitations other than as specified expressly in this Agreement, all powers, rights, and authority vested in it and which it possessed prior to the signing of this Agreement.

B. This Agreement shall be construed to repeal, rescind or otherwise modify any rules, regulations or promulgations of the College as they presently exist which are in conflict with the provisions of this Agreement.

This Agreement shall be incorporated by reference in all letters of appointment and acceptance issued to faculty members. All rights, claims, privileges and obligations claimed under this Agreement or under the letters of appointment and acceptance shall be enforceable only through the procedures set forth in the Agreement.

C. This contract contains the full agreement between the parties and no other term or condition of employment shall be the subject of negotiations during the term hereof unless mutually agreed to by the parties.

D. The presently constituted agencies within the College or any such agency as may be constituted in the future shall function or continue to function at the College, so long as the actions thereof may not directly or indirecty repeal, rescind, or otherwise modify the terms and conditions of this Agreement, or the terms and conditions of employment of faculty, or attempt to accomplish that end.

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ARTICLE XIX - NO STRIKE CLAUSE

The Association agrees that in connection with labor relations matters they will not threaten, support, authorize, condone or participate in any slow down, strike, picketing, work stoppage, boycott, job action or interference of any kind with the College operations during the term of this Agreement. In the event of a breach of this Article, the Association agrees to promptly take all reasonable steps to terminate the activity. In the event of activity in derogation of this Article, the Association will take reasonable steps to terminate such activity.

It is agreed that during the term of this Agreement, there will be no lock out of any or all bargaining unit members covered by this Agreement.

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ARTICLE XX - MISCELLANEOUS

A. Should a court of competent jurisdiction invalidate any part of this Agreement, all other provisions in it shall continue in effect.

B. No faculty member may serve simultaneously as a member of both the College Qualificatons Committee and the Association Grievance Committee.

C. Nothing in this Agreement shall be interpreted as excluding student participation in departmental affairs. The extent of such participation shall be determined by the department faculty concerned unless specified elsewhere in this document.

D. The parties agree that the open exchange of information, ideas, and opinions is essential to the proper functioning of the committees of this Agreement. To that end it is agreed that committee members shall enjoy an immunity from liability for any statements made during committee work and for any reports prepared therefrom, provided the committee member has not acted maliciously, or wantonly and in reckless disregard of the rights of others.

E. Faculty-at-Large - For the purposes of the election of the College Qualifications Committee (Article V) and the election in Article VIII, Sec. B.7, the electorate consists of members of the bargaining unit plus the department chairpersons, but a department chairperson may not nominate, second or serve.

F. It is expressly agreed that nothing contained in the collective bargaining agreement between the parties shall deprive a faculty member or the Association the right to file an unfair labor practice charge with the National Labor Relations Board pursuant to the provisions of the National Labor Relations Act and the rules and regulations of the National Labor Relations Board promulgated pursuant thereto.

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ARTICLE XXI - DURATION OF AGREEMENT

Section 1. This Agreement shall be in effect for the period from November 16, 1983 (date of signing) to June 30, 1985, and shall remain in effect from year to year thereafter, unless either party shall give to the other a written notice of intention to terminate or modify this Agreement after that 1985 date. Such notice shall be given no later than March 30, but not earlier than January 1 of the year of expiration or of any yearly extension. Whenever such notice is given by either party, the exact nature of any proposed modification desired must be stated in the notice, and the parties will then enter into negotiations therefor.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals this 16th day of November, 1983.

MONMOUTH COLLEGE

BY

FACULTY ASSOCIATION OF MONMOUTH COLLEGE

BY

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APPENDIX: SALARY SCHEDULE FOR 1983-1985

1. The base salary for each faculty member in the full-time employ of the College prior to June 1, 1983, and in the current full-time employ during 1983-1984 shall be increased by 4.5% of their 1982-1983 base salary.

2. The base salary for each faculty member in the full-time employ of the College prior to June 1, 1984, and in the full-time employ during 1984-1985 shall be increased by 5% of their 1983-1984 base salary.

3. Faculty members promoted on or after July 1, 1983 (but limited to July 1 dated promotions) shall receive the percentage increase in 1 above. Faculty members promoted on or after July 1, 1984 (but limited to July 1 dated promotions) shall receive the percentage increase in 2 above. In addition, they shall receive a promotional increment effective on that July 1, and only on that July 1 in the following amount:

Promotion to	Increment
Professor	$1,100.
Associate Professor	$ 800.
Assistant Professor	$ 400.

4. Minimum base salaries currently in effect are:

Instructor	$11,000.
Assistant Professor	$12,500.
Associate Professor	$17,000.
Professor	$22,000.

Since the promotion of a faculty member is normally effective on the first day of a fiscal year (July 1), the new base salary of a promoted faculty member shall be computed as per 3 above. If the revised salary as computed is below the minimum for the rank to which the faculty member has been promoted, the new base salary shall then become the minimum for the higher rank.

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4. The College shall have the right, in its sole discretion, to grant merit bonuses. The exercise of such discretion and the granting or failure to grant merit bonuses shall not be subject to grievance or arbitration. For 1983-1984, and 1984-1985, in no case shall any single merit bonus be greater than $500, and the total funds expended for this purpose shall not exceed $9,000 per year. The committee that recommends the award will consist of the Provost, the Chairpersons of the College Qualifications Committee and School Personnel Committees, the three academic Deans, and two optional additional appointees by the Administration and Association. This committee will notify all faculty of the deadline for nominations and/or self-nomination.

5. During 1982-1983 a voluntary professional development program was initiated which includes negotiating a salary increase. This program will be continued through 1983-1985. The limit is $1,500 per faculty member every three years to be added to the base salary, in addition to any across the board increases; this limit is retroactive to those who applied during 1982-1983. Every three years a faculty member may confer with a committee composed of the appropriate Dean (or a representative of the Dean agreeable to the faculty member), an Association representative, and a third appointee mutually agreeable to all parties to set forth an agreed plan of professional development or activities. This may include, but is not limited to, improvement of teaching effectiveness (as measured by a mutually agreed process), a sustained high level of teaching effectiveness, publications, concerts, exhibits, or other agreed activities. Generally, any activity that enhances or maintains the value or contribution of a faculty member to Monmouth College is a basis for a salary negotiation. The total sums are not to exceed $25,000 a year. The Association has veto power over any financial arrangements.

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LETTER OF UNDERSTANDING #1 (See Articles V & X)

The College and the Association declare their mutual concern over recent and projected enrollment figures which portend both a decline in total enrollment and a shift among programatic offerings.

The College feels that these changes may make it necessary to exercise the termination provisions of the 1982-83 contract and reduce the number of tenured faculty in one or more departments over the coming years using the procedure outlined for release under conditions of financial exigency given in Article X. In accordance with Article X, five departments were notified by October 15, 1983.

In an attempt to obviate the notification of individuals in accordance with Article X, several voluntary programs as outlined below are being instituted for the 1983-1984 year. It is our mutual hope that either a reversal of enrollment patterns and/or voluntary acceptance of these programs by a sufficient number of faculty will make it unnecessary for the College to exercise the provisions of Article X.

A. In order to provide time for these hopes to be realized it is agreed that the College will not send notices of release to individuals on or before November 15, 1983 in accordance with Article X, nor during the remainder of academic year 1983-84.

B. Furthermore providing that five tenured faculty who would not require replacements, including at least three from the departments that were notified on October 14, 1983, will volunteer for the Alternatives listed under E below it is agreed that the College will not send notices of release during the 1984-85 academic year.

C. If notices should be necessary during the 1985-86 academic year, departments and individuals would be notified in accordance with Article X.

D. Since it is not known at this time how many faculty will volunteer for Alternatives E or F, a Contingency Fund will be established so that both the faculty and the College might share in any cost incurred as a result of not achieving the target number.

1. As stated in Article XII, Section 5c, the College shall contribute seven (7) percent of the faculty member's salary to the pension plan. During the 1983-84 fiscal year, six (6) percent shall be contributed by the College to the faculty member's retirement account and one (1) percent, as earned, will be placed in a joint College-FAMCO Escrow Account.

2. If on or before June 30, 1984 ten faculty have volunteered for Alternatives E and F, the sum plus interest will be distributed to individual faculty pension plans. If ten have not volunteered, the sum plus interest will be transferred to the College Current Fund.

3. The Contingency Fund for fiscal year 1984-85 will be established by placing in a joint College-FAMCO Escrow Account two-

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tentns (.2) percent of the faculty member's salary, as earned, for each volunteer less than the target figure of ten (10) achieved by June 30, 1984, up to a maximum of one (1) percent. The College's contribution to the faculty member's retirement account will be 7% less this calculated percentage.

4. If on or before June 30, 1985 a total for the two years of ten faculty have volunteered for Alternatives E and F, the sum plus interest will be distributed to individual faculty pension plans. If a total of ten have not volunteered, the sum plus interest will be transferred to the College Current Fund.

E. With the exception of the Career Change Program (4), the following Alternative to Release programs are established for the year 1983-1984 (i.e., they will be available only up to and including June 30, 1984).

1. Purchase of Tenured Faculty Contract:

a. Application must be made by June 30, 1984 and the first year will begin July 1, 1984.

b. Where the loss of the faculty member is in the opinion of the College detrimental to the best interests of the College, the College reserves the right to refuse the faculty member's application.

However, in making such decisions the College agrees to take into consideration the possibility that acceptance of the application may provide the opportunity for offering tenure to deserving non-tenured faculty.

c. In return for relinquishment of tenure the College shall pay the faculty member 235% of base pay over a three year period in amounts of 100%, 85%, and 50% respectively. (At the election of the faculty member, payments to TIAA may be substituted for salary within the limits set by law.)

d. For faculty over 65 the following table is substituted for the payment noted above.

Years Remaining to Date of Mandatory Retirement	Years of Payment	Percentage of Base Salary Per Year
4	3	65
3	3	60
2	2	55
1	1	50

e. The College will provide full medical and dental coverage under the terms of the 1983-1984 contract during the three year period.

f. In the event of the death of the faculty member, any monies owing under the terms of this option will become due to his/her heirs or assigns.

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g. The College will endeavor to provide the opportunity for continued group medical coverage to be paid for by the faculty member subsequent to the period covered by (e) above.

h. Tuition remission under the terms of the contract of record at time of registration shall be available for the faculty member's dependent children at any time.

i. If by August 15, 1984 in the judgment of the College such action is justified by changes in enrollment experience and/or projections, faculty choosing this alternative may be offered the option to resume full faculty status, voiding the terms of any agreement under this option.

Any or all faculty members so affected will retain their tenured status with all the rights and privileges thereto.

2. Phased Retirement:

a. Teaching responsibilities to be reduced by 25% per year over a three year period with full retirement in fourth year.

b. Pay will be reduced 20% per year for each of these three years and by the remaining 40% when full retirement takes effect.

c. The College will pay 12% of the original base pay to TIAA/CREF each of the three years.

d. Dependent upon College needs the faculty member has preemptive rights to part-time teaching at part-time rates during the three year period.

e. The College will provide full medical and dental coverage under the terms of the 1983-1984 contract during the three year period.

f. The College will endeavor to provide the opportunity for continued group medical coverage to be paid for by the faculty member's dependent children at any time.

g. Tuition remission under the terms of the contract of record at time of registration shall be available for the faculty member's dependent children at any time.

h. All other benefits will continue during the three year period.

i. If by August 15, 1984 in the judgment of the College such action is justified by changes in enrollment experience and/or projections, faculty choosing this alternative may be offered the option to resume full faculty status, voiding the terms of any agreement under this option.

Any or all faculty members so affected will retain their tenured status with all the rights and privileges thereto.

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3. Delayed Tenure Resignation

The College and the Association will by February 15, 1984 design a program to encourage tenure resignation of faculty presently teaching in disciplines having or projected to have low student enrollments.

The major feature of this program will be that faculty members who will achieve 62 years of age by September 1, 1986 will be offered the opportunity to resign tenure on or before June 30, 1984 in return for which they would receive a stipulated bonus and a multiple year contract ending on or before September 1, 1986 at which time they would retire from the College.

4. Career Change

(Details of this Alternative can be found in Letter of Understanding #3).

F. The following additional Alternative to Release programs are also established for the year 1983-84 (i.e., they will be available only up to and including June 30, 1984).

1. Retraining Program:

The College and the Association will by February 15, 1984 design a program for retraining of faculty presently teaching in disciplines having or projected to have low student enrollments so that they may be qualified for teaching in disciplines having high enrollments.

The major characteristics of this program may include all or some of the following:

a. Full or partial pay while pursuing retraining.

b. Full or partial release from teaching responsibilities.

c. Full or partial College payment of tuition for required academic courses.

d. Opportunity to take advantage of paragraph E.1.i above.

2. Reassignment - Alternative Employment:

The College and the Association will by February 15, 1984 design a program for faculty presently teaching in disciplines having or projected to have low enrollments relative to faculty teaching capacity, which would endeavor to provide for reassignment within the College or assistance in finding employment outisde the College. The major features of this program will be:

a. To provide funds for, and in-kind assistance in, obtaining such employment.

b. Tenured faculty members shall be given first priority for any vacant administrative or teaching position (in another

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department) which will be filled for which the faculty member has the requisite qualifications.

c. Opportunity to take advantage of paragraph E.1.i above.

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LETTER OF UNDERSTANDING #2

Monmouth College seeks to place in faculty positions/assignment the best candidate available. In recent years the College has offered some of its programs at locations other than its West Long Branch campus, and the College believes that the best candidates available should be provided to all its students no matter where the location may be. In consequence of all the above, the College believes that certain full-time faculty will best serve the educational needs of is students at different locations.

Thus, it is agreed between Monmouth College and the Faculty Association that special consideration should be granted those faculty members that teach at West Long Branch and at another location. In order to foster full-time faculty participation in appropriate off-campus programs, it is appropriate for the College to provide incentive pay for such full-time faculty. It is understood that the explicit purpose of such incentive pay is to encourage participation in such off-campus programs. It is also understood that full-time faculty are expected to become involved in the off-campus program to an extent beyond that of a part-time faculty member. The incentive pay program below is available only to full-time faculty members participating in off-campus programs.

At present there are six off-campus programs. The incentive pay and travel schedules are as follows:

	Travel*	Incentive Pay
1. S. Jersey-MBA (Margate)	$385.	$715.
2. RCA-MBA (Moorestown)	$335.	$715.
3. Fort Dix-MBA (Fort Dix)	$220.	$550.
4. Fort Dix-AAS	$220.	$550.
5. Hightstown-MBA	$200.	$550.
6. GPU-MBA (Forked River)	$200.	$550.

*Reflects the 7/1/80 twenty cent (20) per mile for personal automobile use.

Thus, a full-time faculty member teaching in these programs as part of a standard load shall receive both the travel and the incentive pay. A full-time faculty member teaching in these programs on an overload assignment shall receive the travel, the incentive pay and overload compensation. For future planning, the guideline used is that travel and incentive pay shall be limited to programs offered at least 40 miles (one way) from the campus.

Finally, it is assumed that the faculty member lives either close to the College or at a greater distance from the off-campus location than from the College. If the faculty member lives less than twenty miles from the off-campus location, then travel monies will be provided for the round trip mileage between the off-campus location and the faculty member's home.

A meal allowance of $110 per semester shall be allocated.

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LETTER OF UNDERSTANDING #3

A PROGRAM TO FACILITATE FACULTY CAREER CHANGE

The following shall be effective until 1985-86 unless extended by mutual agreement of the Association and administration:

Beginning with the 1982-83 academic year, a tenured faculty member who is at least 50 years old with ten or more years of service at Monmouth College is eligible to submit a request to resign tenure in return for a severance payment. At age 50 the severance payment would be 200% the annual base salary of his or her last year of service. As the age of the faculty member increases the severance payment declines by 5% a year. At age 65, the last year this program is available, the severance payment would be 125% of the last year of service.

OPERATING RULES

1. Between July 1 and January 1 of the last academic year of intended college service, the faculty member voluntarily forwards to the Provost, a request to resign tenure. Resignation and relinquishing of tenure would be effective at the end of that academic year (June 30).

2. The College would provide this opportunity to no more than two faculty members a year for the next three years (1982-85). The program would be evaluated by the Board of Trustees in Spring 1985.

3. If more than two faculty members submit requests in one year, preference will be given to the older faculty members. However, a younger faculty member whose request was not approved would receive preference in the year following.

4. The severance payment would normally be spread over a minimum of one year and a maximum of two years.

5. During the period of severance payment the College would continue to pay for health, dental and life insurance, and deduct for State and Federal taxes.

6. The College would choose to replace or not replace the person who resigns. The replacement would be full-time or part-time. A full-time replacement would normally be at the entry level--Instructor or Assistant Professor.

7. The College shall notify the Association in writing of the names of those whose applications have been accepted within ten (10) days of the acceptance.

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TENURE ELIGIBILITY AND TENURE: PROCEDURES AND DEADLINES

DATE	CANDIDATE	CHAIRPERSON	SPC	DEAN	COC	PROVOST
1 Oct.	Conveys 3 copies of dossier to Chairperson or Area Coordinator	Receives documents from candidate				
1 Nov.	Receives recm of Chair	Notifies cand. of Chair recm. Sends recm & dossiers to SPC & cc of recm to Dean, CQC, and Provost	Receives dossiers and recm of Chair	Receives cc of recommendation	Receives cc of recommendation	Receives cc of recommendation
1 Dec.	Receives recm of SPC	Receives cc of recommendation	Notifies Cand. Sends recm & 2 doss. to CQC; 1 doss. to Dean; cc of recm to Dean, Provost, & Chair	Receives 1 doss. and cc of recm	Receives 2 dossiers and recm of SPC	Receives cc of recommendation
1 Jan.	Receives Dean's recommendation	Receives cc of recommendation	Receives cc of recommendation	Notifies cand. Sends recm and 1 dossier to Provost; cc of recm to CQC, SPC, & Chair	Receives cc of Dean's recm.	Receives Dean's recm & dossier
1 Mar.	Receives CQC recommendation	Receives cc of recommendation	Receives cc of recommendation	Receives cc of recommendation	Notifies cand. Sends recm to Provost; cc to Dean, Chair, & SPC	Receives CQC recm & dossier
1 Apr.	Receives decision of Provost	Receives cc of decision	Receives cc of decision	Receives cc of decision	Receives cc of decision	Notifies cand. of decision. cc to Dean, CQC, SPC, & Chair

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PROMOTION: PROCEDURES AND DEADLINES

DATE	CANDIDATE	CHAIRPERSON	SPC	DEAN	CQC	PROVOST
15 Sept.	Conveys 3 copies of dossier to Chairperson or Area Coordinator	Receives documents from candidate				
1 Oct.	Receives recommendation of Chairperson	Notifies cand. of Chair recom. Sends recom. & dossiers to SPC, cc of recm to Dean, CQC, & Provost	Receives doc. and recommendation of Chair	Receives cc of recommendation	Receives cc of recommendation	Receives cc of recommendation
1 Nov.	Receives recommendation of SPC	Receives cc of recommendation	Notifies Cand. Sends recm & 2 doss. to CQC; 1 doss. to Dean & cc of recm. to Dean, Provost & Chair	Receives 1 doss and cc of recm	Receives 2 dossiers and recm of SPC	Receives cc of recommendation
15 Nov.	Receives Dean's recommendation	Receives cc of recommendation	Receives cc of recommendation	Notifies cand. Sends recm and 1 doss. to Provost; cc of recm to CQC, SPC, & Chair	Receives cc of Dean's recm.	Receives Dean's recommendation & dossier
15 Dec.	Receives CQC recommendation	Receives cc of recommendation	Receives cc of recommendation	Receives cc of recommendation	Notifies cand. Sends recm to Provost; cc to Dean, Chair, & SPC	Receives CQC recommendation and dossier
1 Feb.	Receives decision of Provost	Receives cc of decision	Receives cc of decision	Receives cc of decision	Receives cc of decision	Notifies cand. of decision; cc to Dean, CQC, SPC, & Chair

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